



Value through values

SANGAM (INDIA) LTD.

(CIN - L17118RJ1984PLC003173)

Regd. Off. : P.B. No. 90, Atun, Chittorgarh Road, Bhilwara - 311 001 (Raj.)

Ph : +91-1482-304000, 267150, 304188, Fax : +91 1482-304120

E mail : secretarial@sangamgroup.com Website : www.sangamgroup.com

Ref.: SIL/SEC/2014

Date: March 31, 2015

The Manager
Department of Corporate Services
The National Stock Exchange of India Ltd.
Exchange Plaza, 5th Floor, Plot No. C/1, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai - 400 051

Code No.: 5251

Dear Sir,

Sub.: Appointment of Woman Director

Ref.: Clause 49 (II)(A)(1) of Listing Agreement

Pursuant to the Section 149 & 161 of the Companies Act, 2013 and Clause 49(II)(A)(1) of the Listing Agreement, the Company has appointed Ms. Seema Srivastava and as an Additional Independent Woman Director with effect from 30th March, 2015.

A copy of Letter of Appointment and brief profile of Ms. Seema Srivastava is being enclosed herewith for your record and doing the needful.

Thanking You.

Yours Faithfully,

For Sangam (India) Limited

(Anil Jain)

Jt. President (Finance) &
Company Secretary



Encl: As above



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Ref.: SIL/SEC/2015

Date: 30th March, 2015

Ms. Seema Srivastava
402, Malaxmi Heights,
Plot 62-66, Sector-20,
Kalamboli, Navi Mumbai,

Sub : Letter Appointment as an Independent Women Director u/s 161 & 149(1) of the Companies Act, 2013

Dear Madam,

We are pleased to inform you that the Board of Directors (the "Board") of Sangam (India) Limited (the "Company") vide Board Resolution dated 30.03.2015 have appointed you to act as an Additional Independent Woman Director of the Company pursuant to the provisions of Section 161 & 149 (1) of the Companies Act, 2013 ("Act") subject to the approval of the members at the ensuing Annual General Meeting of the Company.

As per the requirements of the Act, the above is being formalised through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Woman 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 extant provisions of the applicable laws, including the Act and Clause 49 of the Standard Listing Agreement and Articles of Association of the Company.

1. Appointment and Term thereof

Your appointment as a Non-executive Independent Woman Director on the Board of Directors (Board) of Sangam (India) Limited will be for an initial term upto Five (5) consecutive years and shall take effect from 30th March, 2015, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. The word "term" should be construed as defined under the act and the Listing Agreement.

The company has adopted the provisions with respect to appointment and term of Independent Directors, which is in consistent with the Act and the Listing Agreement.

Re-appointment for the second term shall be based on recommendation of the Nomination & Remuneration Committee and subject to approval of the Board and the shareholders. Your re-appointment would be considered by the Board, based on the outcome of the performance evaluation process and your continuing to meet independence criteria.

2. Board Committee

The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such committee that may be set up on the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

You are expected to attend Board, Board Committees, to which you may be appointed and Shareholders' Meetings and to devote such time to your duties as deemed appropriate for discharge of your duties effectively.

Ordinarily all meetings are held in Bhilwara (Raj.), unless determined otherwise.

Recommendations/Minutes of the Meetings of the Committees are submitted to the Board for approval.

Be accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

3. Role Duties and Responsibilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act.

In addition to the above requirements, you are also required to discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, you will be required to abide by the Guidelines of Professional Conduct as stated under the said Schedule.



4. Additional Applicable Statutory Requirements

As a Non-Executive Director on the Board, you will be subject to all relevant provisions of the Act and the Listing Agreement.

5. Directors & Officers (D&O) insurance

Directors & Officers (D&O) liability insurance policy. However, if the Company takes such a policy then a copy of the same will be supplied to you on request.

6. Code of Conduct/Excluded Actions

You will follow the Code of Conduct of the Company and furnish annual affirmation of the same.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 1992 (as enclosed), which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is required for the purpose of compliance of any director, order, etc. issued/given by any judicial authority. Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

7. Induction and Development

The Company shall, if required, conduct formal induction program for its Independent Directors.

The company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

R. Soni

8. Performance Appraisal/Evaluation Process

As a member of the Board, your performance shall be evaluated annually. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

9. Disclosures, other Directorship and Business Interests

During the term, you agree to promptly notify the Company of any change in your Directorships, if any in other Companies 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 Independent Director of the Company, you shall promptly disclose the same to the Company. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing Directorships, if any.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

10. Changes of Personal Details

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

11. Fees/Remuneration

You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders if required.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you which performing your role as an Independent Director of the Company.

U. Soni

12. 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 Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

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

If, at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged as Section 149(6) of the Act, or if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Cooperation

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

14. Governing Law

This document is governed by and will be interpreted in accordance with India Law and your engagement shall be subject to the jurisdiction of the Indian Court.

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

15. Miscellaneous

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing,

R. Soni

excludes 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.
- As per Clause 49 of the Listing Agreement, if applicable, this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant Stock Exchange.

16. 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.

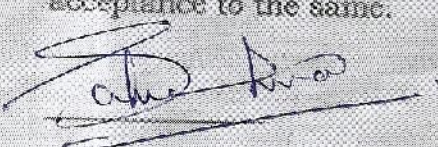
Thanking You.

Yours faithfully,
For Sangam (India) Limited


(R.P. Soni)
Chairman

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Woman Director of Sangam (India) Limited and I hereby affirm my acceptance to the same.


Name: Seema Srivastava
Place : Mumbai
Date : 30.03.2015

Brief introduction- Ms. Seema Srivastava - India ITME Society

Ms. Seema Srivastava, Executive Director, India ITME Society from Sept, 2009 onwards.

Previous Postings :

- Asst. Director, World Trade Center, Mumbai &
- Senior Trade Promotion Specialist Taipei World Trade Center
- Aquatics Coordinator Institute of Aquatics training YMCA, Kentaki, USA (Collaborative Project for Youth Development)
- Marketing & Administration, NIIT.
- Executive Global Alliance- Wellingkar Management Institute, Global Alliance division, for educational programs with Temple University, USA and Northumbria, U.K. & Student Exchange Program Sweden.

Educational Qualifications:

- Masters in Economics and international trade
- Post Graduate in Global Strategic Management &
- Certificate Course- CBI Seminar Intfair XVII Training program in Rotterdam for promoting exports to overseas countries sponsored by Ministry of Economic affairs, Netherlands.

Associations

- Graduate Member of All India Management Association (Delhi).
- Visiting faculty at the Institute of Business Studies and Research for “International Trade and Economics. (2005 - 2007)
- Visiting faculty at Dr. D.Y Patil Business Management College for “ Global Sourcing “. (2007 – 2010)

Awards-

- -Merit award for outstanding performance in marketing and brand promotion while working with NIIT (National Institute for Information Technology)
 - -Top evaluation and grades during staff training at SEED (SEED is an in-house training division of NIIT)
 - -Felicitated by American YMCA, Louisville Kentucky, for outstanding contribution towards their International project for youth development in Asian Country.
 - - Won the Sr. Edberga rolling trophy for Best Student Award in extra curricular activities, Providence Convent College, Kerala
 - Apart from professional activities a keen interest in extracurricular activities & Hobbies like swimming, badminton, travelling and creative skills.
 - Languages ability : English, Hindi & Malayalam
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