

Notice

Notice is hereby given that the 55th Annual General Meeting of TRF Limited will be held at Main Hall, Beldih Club, Northern Town, Jamshedpur-831001 on Friday, July 27, 2018 at 12.30 p.m. to transact the following business:

Ordinary Business :

1. To receive, consider and adopt –

- a) The Standalone Financial Statements of the Company for the year ended March 31, 2018 and the report of the Directors and Auditors thereon, and
- b) The Consolidated Financial Statements of the Company for the year ended March 31, 2018 and the report of the Auditors thereon.

2. To appoint a Director in place of Mr. Rajesh Ranjan Jha (DIN: 07715246), who retires by rotation and being eligible, offers himself for re-appointment.

Special Business:

3. Appointment of Mr. Vinayak Kashinath Deshpande as a Director

To consider and if thought fit, to pass with or without modification, the following Resolution as an Ordinary Resolution: "RESOLVED THAT Mr. Vinayak Kashinath Deshpande (DIN: 00036837), who was appointed in terms of Section 161 of the Companies Act, 2013 by the Board of Directors as an Additional Director of the Company with effect from May 29, 2018 and holds office upto the date of this Annual General Meeting of the Company and in respect of whom the Company has received a notice in writing from a member under Section 160 of the Companies Act, 2013, proposing his candidature for the office of Director of the Company, be and is hereby appointed as a Director of the Company, liable to retire by rotation."

4. Appointment of Mr. Sanjay Rajoria as a Director

To consider and if thought fit, to pass with or without modification, the following Resolution as an Ordinary Resolution: "RESOLVED THAT Mr. Sanjay Rajoria (DIN: 08063280), who was appointed in terms of Section 161 of the Companies Act, 2013 by the Board of Directors as an Additional Director of the Company with effect from February 1, 2018 and holds office upto the date of this Annual General Meeting of the Company and in respect of whom the Company has received a notice in writing from a member under Section 160 of the Companies Act, 2013, proposing his candidature for the office of Director of the Company, be and is hereby appointed as a Director of the Company, not liable to retire by rotation."

5. Appointment of Mr. Sanjay Rajoria as Managing Director

To consider and if thought fit, to pass with or without modification, the following Resolution as a Special Resolution: "RESOLVED THAT pursuant to Sections 196, 197, 203 and any other applicable provisions of the Companies Act, 2013 ("Act") and the Rules made there under, as amended from time to time, read with Schedule V to the Act, the Company hereby approves the appointment and terms of remuneration of Mr. Sanjay Rajoria (DIN: 08063280), as Managing Director of the Company for the period from February 1, 2018 to January 31, 2021 not liable to retire by rotation, upon the terms and conditions as mentioned in the draft agreement submitted to this meeting, the details of which are set out in the Explanatory Statement annexed to the Notice convening this meeting, including the remuneration to be paid in the event of loss or inadequacy of profits in any financial year, with liberty to the Directors to alter and vary the terms and conditions of the said appointment in such manner so as to not exceed the limits specified in Schedule V to the Act, as may be agreed to between the Board of Directors and Mr. Sanjay Rajoria within the applicable provisions of the Companies Act, 2013.

RESOLVED FURTHER THAT the Board be and is hereby authorized to take all such steps as may be necessary, proper and expedient to give effect to this Resolution."

6. Ratification of remuneration of Cost Auditors

To consider and if thought fit, to pass with or without modification, the following Resolution as an Ordinary Resolution: "RESOLVED THAT pursuant to and in accordance with the provisions of Section 148 and other applicable provisions, if any, of the Companies Act, 2013 and rules there under, the Cost Auditors, M/s. Shome & Banerjee, (Firm Registration No.

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000001) having office at Kolkata – 700 017, appointed by the Board of Directors of the Company, to conduct the audit of the cost records of the Company for the financial year ending March 31, 2019, be paid a consolidated remuneration of Rs. 3,50,000 (plus GST as applicable) and they shall also be entitled to re-imbusement of out of pocket expenses as may be incurred by them, if any, during the course of their assignment;

RESOLVED FURTHER THAT the Directors, Chief Financial Officer, Compliance Officer, Company Secretary of the Company be and are hereby severally authorized to take all actions and do all such acts, deeds, matters and things as may be necessary or desirable in connection with or incidental to giving effect to the above resolution."

NOTES:

- a) A MEMBER ENTITLED TO ATTEND AND VOTE AT THE MEETING IS ENTITLED TO APPOINT ONE OR MORE PROXY (IES) TO ATTEND AND VOTE ON A POLL INSTEAD OF HIMSELF/HERSELF. A PROXY NEED NOT BE A MEMBER OF THE COMPANY.

Pursuant to provisions of section 105 of the Companies Act, 2013, a person can act as proxy on behalf of members not exceeding fifty and holding in the aggregate not more than ten per cent of the total share capital of the company carrying voting rights. Provided that a member holding more than ten per cent of the total share capital of the company may appoint a single person as proxy and such person shall not act as proxy for any other person or shareholder.

The instrument appointing the proxy in order to be effective should be deposited, duly completed and signed, at the registered office of the company NOT LESS THAN FORTY-EIGHT HOURS BEFORE THE COMMENCEMENT OF THE MEETING. A proxy form is sent herewith. Proxies submitted on behalf of the companies, societies etc., must be supported by an appropriate resolution/authority, as applicable.

- b) In case of joint holder attending the meeting, only such joint holder who is higher in the order of names will be entitled to vote.
- c) Explanatory Statement pursuant to Section 102 of the Companies Act, 2013, in respect of the business under Item Nos. 3, 4, 5 & 6 above, are annexed hereto.
- d) The Board of Directors of your Company comprised of 8 directors as on March 31, 2018 of which 4 directors viz. Mr. Ranaveer Sinha, Mr. Dipankar Chatterji, Mr. Sabyasachi Hajara and Ms. Neera Saggi are Independent Directors who are not liable to retire by rotation in terms of Sections 149 and 152 of the Companies Act, 2013. Mr. Rajesh Ranjan Jha is liable to retire by rotation at this AGM and is proposed to be re-appointed as director at this AGM. Mr. Sanjay Rajoria being Managing Director is not liable to retire by rotation, as per terms of his appointment. Mr. Vinayak Kashinath Deshpande was appointed as an Additional Director by the Board of Directors of the Company at its meeting held on May 29, 2018 and his candidature is proposed as Director for the approval of the shareholders at this Annual General Meeting.
- e) The relevant details of Directors seeking appointments/re-appointment under Item Nos. 2 , 3, 4 & 5 above are also annexed.
- f) The Register of Members and Share Transfer books of the Company will remain closed from July 17, 2018 to July 20, 2018 (both days inclusive).
- g) Shareholders holding shares in the physical form are requested to notify any change in their address/mandate/bank details /e-mail address to TSR Darashaw Limited, the Registrars and Transfer Agents, to facilitate better services. Pursuant to the relevant provisions of Section 124 of the Companies Act, 2013, the amount of dividend remaining unpaid or unclaimed for a period of seven years from the date of its transfer to the unpaid/unclaimed dividend account of the Company is required to be transferred to the Investors Education and Protection Fund (IEPF) set up by the Government of India.
- h) Members who have not yet en-cashed their dividend warrant for the financial year ended March 31, 2011 and onwards, are requested to make their claims to the Registrars & Transfer Agents of the Company without any delay. **Members, who still have their holdings in physical form are requested to convert them into dematerialized form (under ISIN No. INE391D01019).**
- i) Electronic copy of the Notice of the aforesaid Annual General Meeting (AGM) of the Company inter alia indicating the process and manner of e-voting along with Attendance Slip and Proxy Form is being sent to all the Members

whose email IDs are registered with the Company's Registrars and Share Transfer Agents/Depository Participants(s) for communication purposes unless any Member has requested for a hard copy of the same. For Members who have not registered their email IDs, physical copies of the Notice of the aforesaid AGM of the Company inter alia indicating the process and manner of e-voting along with Attendance Slip and Proxy Form is being sent.

j) Members are requested to register their e-mail addresses with the Company / Depository Participant to enable us to send you the Report and Accounts, Notices etc. in electronic mode, as a measure of support to the Green Initiative in Corporate Governance of the Ministry of Corporate Affairs, Government of India.

k) In terms of Part A of Schedule VII of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, for registration of transfer of securities, the transferee(s) as well as transferor(s) are required to furnish a copy of their PAN card along with transfer documents for registration of transfer of securities.

Further for securities market transaction and/or for off- market or private transactions involving transfer of shares in physical form, the transferee(s) as well as transferor(s) shall furnish a copy of PAN card to the Company for registration of such transfer of securities.

All intended transferee(s) are, therefore, requested to furnish a self certified copy of their PAN Card along with the relevant transfer deed for registration of transfer of shares. Please note that the shares lodged for transfer without self certified copy of PAN Card of the transferee(s) shall be returned under objection.

l) Members desirous of any additional information as regards the Accounts are requested to write to the Company at an early date so as to enable the management to keep the information ready at the meeting.

m) Members are requested to bring the admission slips along with their copies of the Annual Report to the meeting.

n) The Company has provided facility of e-voting to its members as prescribed under the Companies Act, 2013 read with Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. The instructions for e-voting are annexed to this Notice.

o) The Board of Directors of your Company has appointed Mr P K Singh of M/s P K Singh & Associates, Company Secretaries as the Scrutinizer for conducting the e- voting process in a fair and transparent manner.

p) The Register of Contracts or Arrangements in which Directors are interested, maintained under Section 189 of the Companies Act, 2013, will be available for inspection by the members at the Annual General Meeting.

q) The Register of Directors and Key Managerial Personnel and their shareholding, maintained under Section 170 of the Companies Act, 2013 read with Rules issued there under will be available for inspection by the members at the Annual General Meeting.

r) Voting through electronic means

I. In compliance with the provisions of Section 108 of the Companies Act, 2013 and Rule 20 of the Companies (Management and Administration) Rules, 2014 and Regulation 44 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is pleased to provide members facility to exercise their rights to vote at the 55th Annual General Meeting (AGM) by electronic means and the business may be transacted through e-Voting services provided by National Securities Depository Limited (NSDL). In order to enable the members, who do not have the access to e-voting facility, to send their assent or dissent in writing in respect of the resolution as set out in this Notice, the Company is enclosing a Ballot Form with the Notice. Instructions for Ballot Form are given at the back of the said Form and instructions for e-voting are given in here below.

II. The facility for voting through ballot paper shall be made available at the AGM and the members attending the meeting who have not cast their vote by remote e-voting shall be able to exercise their right at the meeting through ballot paper.

III. The members who have cast their vote by remote e-voting or through Ballot Form prior to the AGM may also attend the AGM but shall not be entitled to cast their vote again.

IV. The remote e-voting period commences on Tuesday, July 24, 2018 (9:00 am) and ends on Thursday, July 26, 2018 (5:00 pm). During this period members of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date of July 20, 2018, may cast their vote by remote e-voting. The remote e-voting module

shall be disabled by NSDL for voting thereafter. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently.

V. The instructions for e-voting are as under:

a) In case a shareholder receiving e-mail from NSDL or is already registered for e-voting:

The way to vote electronically on NSDL e-Voting system consists of "Two Steps" which are mentioned below:

Step 1 : Log-in to NSDL e-Voting system at <https://www.evoting.nsdl.com/>

Step 2 : Cast your vote electronically on NSDL e-Voting system.

Details on Step 1 is mentioned below:

To Log-into NSDL e-Voting website :

1. Visit the e-Voting website of NSDL. Open web browser by typing the following URL: <https://www.evoting.nsdl.com/> either on a Personal Computer or on a mobile.
2. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholders' section.
3. A new screen will open. You will have to enter your User ID, your Password and a Verification Code as shown on the screen.

Alternatively, if you are registered for NSDL eservices i.e. IDEAS, you can log-in at <https://eservices.nsdl.com/> with your existing IDEAS login. Once you log-in to NSDL eservices after using your log-in credentials, click on e-Voting and you can proceed to Step 2 i.e. Cast your vote electronically.

4. Your User ID details are given below :

Manner of holding shares i.e. Demat (NSDL or CDSL) or Physical	Your User ID is:
a) For Members who hold shares in demat account with NSDL.	8 Character DP ID followed by 8 Digit Client ID
	For example if your DP ID is IN300*** and Client ID is 12***** then your user ID is IN300***12*****.
b) For Members who hold shares in demat account with CDSL.	16 Digit Beneficiary ID
	For example if your Beneficiary ID is 12***** then your user ID is 12*****.
c) For Members who hold shares in Physical Form.	EVEN Number followed by Folio Number registered with the company
	For example if folio number is 001*** and EVEN is 101456 then user ID is 101456001***

5. Your password details are given below:

- a) If you are already registered for e-Voting, then you can use your existing password to login and cast your vote.
- b) If you are using NSDL e-Voting system for the first time, you will need to retrieve the 'initial password' which was communicated to you. Once you retrieve your 'initial password', you need to enter the 'initial password' and the system will direct you to change your password.
- c) How to retrieve your 'initial password'?
 - (i) If your email ID is registered in your demat account or with the company, your 'initial password' is communicated to you on your email ID. Trace the email sent to you from NSDL from your mailbox. Open the email and open the attachment i.e. "TRF remote e-Voting.pdf" file. Open the "TRF remote e-Voting.pdf" file. The password to open the .pdf file is your 8

digit client ID for NSDL account, last 8 digits of client ID for CDSL account or folio number for shares held in physical form. The .pdf file contains your 'User ID' and your 'initial password'.

- (ii) If your email ID is not registered, your 'initial password' is communicated to you on your postal address.
6. If you are unable to retrieve or have not received the "Initial password" or have forgotten your password:
 - a) Click on "**Forgot User Details/Password?**" (If you are holding shares in your demat account with NSDL or CDSL) option available on www.evoting.nsdl.com.
 - b) **Physical User Reset Password?**" (If you are holding shares in physical mode) option available on www.evoting.nsdl.com.
 - c) If you are still unable to get the password by aforesaid two options, you can send a request at evoting@nsdl.co.in mentioning your demat account number/folio number, your PAN, your name and your registered address.
7. After entering your password, tick on Agree to "Terms and Conditions" by selecting on the check box.
8. Now, you will have to click on "Login" button.
9. After you click on the "Login" button, Home page of e-Voting will open.

Details on Step 2 is given below:

To cast your vote electronically on NSDL e-Voting system

1. After successful login at Step 1, you will be able to see the Home page of e-Voting. Click on e-Voting. Then, click on Active Voting Cycles.
2. After click on Active Voting Cycles, you will be able to see all the companies "EVEN" in which you are holding shares and whose voting cycle is in active status.
3. Select "EVEN" of company for which you wish to cast your vote.
4. Now you are ready for e-Voting as the Voting page opens.
5. Cast your vote by selecting appropriate options i.e. assent or dissent, verify/modify the number of shares for which you wish to cast your vote and click on "Submit" and also "Confirm" when prompted.
6. Upon confirmation, the message "Vote cast successfully" will be displayed.
7. You can also take the printout of the votes cast by you by clicking on the print option on the confirmation page.
8. Once you confirm your vote on the resolution, you will not be allowed to modify your vote.

OTHER INSTRUCTIONS:

- VI. Institutional shareholders (i.e. other than individuals, HUF, NRI etc.) are required to send scanned copy (PDF/ JPG Format) of the relevant Board Resolution/ Authority letter etc. with attested specimen signature of the duly authorized signatory(ies) who are authorized to vote, to the Scrutinizer by e-mail to pramodkumar.pcs@gmail.com with a copy marked to evoting@nsdl.co.in.
- VII. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential. Login to the e-voting website will be disabled upon five unsuccessful attempts to key in the correct password. In such an event, you will need to go through the "Forgot User Details/Password?" or "Physical User Reset Password?" option available on www.evoting.nsdl.com to reset the password.
- VIII. In case of any queries, you may refer to the Frequently Asked Questions (FAQs) for Shareholders and e-voting user manual for Shareholders available at the Downloads section of www.evoting.nsdl.com or call on toll free no.: 1800-222-990 or send a request at evoting@nsdl.co.in
- IX. If you are already registered with NSDL for e-voting then you can use your existing user ID and password/PIN for casting your vote.

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- X. You can also update your mobile number and e-mail id in the user profile details of the folio which may be used for sending future communication(s).
- XI. The voting rights of members shall be in proportion to their shares of the paid up equity share capital of the Company as on the cut-off date of July 20, 2018.
- XII. Any person, who acquires shares of the Company and become member of the Company after dispatch of the notice and holding shares as of the cut-off date i.e. July 20, 2018, may obtain the login ID and password by sending a request at evoting@nsdl.co.in or Issuer/RTA.
However, if you are already registered with NSDL for remote e-voting then you can use your existing user ID and password for casting your vote. If you forgot your password, you can reset your password by using "Forgot User Details/Password" option available on www.evoting.nsdl.com or contact NSDL at the following toll free no.: 1800-222-990.
- XIII. A member may participate in the AGM even after exercising his/her right to vote through remote e-voting or Ballot Form via post but shall not be allowed to vote again at the AGM.
- XIV. A person, whose name is recorded in the register of members or in the register of beneficial owners maintained by the depositories as on the cut-off date only shall be entitled to avail the facility of remote e-voting as well as voting at the AGM through ballot paper.
- XV. Mr P K Singh, Practicing Company Secretary (Membership No. FCS- 5878 & C.P. No.19115 of M/s P K Singh has been appointed as the Scrutinizer to scrutinize the e-voting process in a fair and transparent manner.
- XVI. The Chairman shall, at the AGM, at the end of discussion on the resolutions on which voting is to be held, allow voting with the assistance of scrutinizer, by use of "Polling Paper" for all those members who are present at the AGM but have not cast their votes by availing the remote e-voting facility or Ballot Form via Post.
- XVII. The Scrutinizer shall after the conclusion of voting at the general meeting, will first count the votes cast at the meeting and thereafter unblock the votes cast through remote e-voting in the presence of at least two witnesses not in the employment of the Company and shall make, not later than three days of the conclusion of the AGM, a consolidated scrutinizer's report of the total votes cast in favour or against, if any, to the Chairman or a person authorized by him in writing, who shall countersign the same and declare the result of the voting forthwith.
- XVIII. The Results declared along with the Scrutinizer's Report shall be placed on the Company's website www.trf.co.in and on the website of NSDL immediately on declaration of results by the Chairman or by the person authorized by him in writing and shall also be immediately communicated to the Stock Exchanges where the company's shares are listed.
- (s) All documents referred to in the accompanying Notice and the Explanatory Statement and the Annual Report of financial year 2017-18 will be available on the Company's Corporate website www.trf.co.in for download and also shall be open for inspection at the Registered Office of the Company, on all working days, except Saturdays, between 9.30 am and 4.00 pm up to the date of this AGM.

By Order of the Board of Directors

Registered Office:
11, Station Road,
Burmamines,
Jamshedpur- 831007
Dated: May 29, 2018

K Sujit Mathai Mathew
Chief Financial Officer

ANNEXURE TO NOTICE

Explanatory Statements pursuant to Section 102 of the Companies Act, 2013

As required under Section 102 of the Companies Act, 2013 (hereinafter referred to as 'the Act') the following Explanatory Statement sets out all material facts relating to the Special Business set out from Item Nos. 3, 4, 5 & 6 of the accompanying Notice dated May 29, 2018.

Item No. 3

Mr. Vinayak Kashinath Deshpande is presently the Managing Director of Tata Projects Limited. He is a graduate in Chemical Engineering (1980) from IIT, Kharagpur, having over 36 years of work experience in different roles, in diverse industries; starting with the design and sales of boilers and captive power plants at Thermax, to industrial automation and process controls at Tata Honeywell.

At Tata Honeywell, he was the Managing Director of its India business for five years till 2004-05, wherein he grew the company's operations pan India, to achieve about 300% growth. Thereafter he had a successful stint as the Executive President (Operations) of Tata Teleservices.

Mr. Deshpande took charge as Managing Director of Tata Projects in July, 2011. Since then Tata Projects has doubled its turnover, and achieved all-round excellence in its business of Industrial Infrastructure. In 2014-15, he had been instrumental in diversifying the company's business in 'Urban Infrastructure' and 'Civil & Environment sectors', wherein the company has won projects to build Urban Metro systems and High Rise buildings.

Today Tata Projects has an order book of about Rs. 30,000 Cr, and is poised for rapid growth. With the future in mind, the company would be 'focusing on its six Business Units – EPC, Transmission & Distribution, Transportation, Civil & Environment, Urban Infrastructure and Quality Services.

Under his mentorship, Tata Projects has been voted consecutively for the last 5 years as 'India's Most Admired' and 'Fastest Growing Construction Company' by 'Construction World' journal. Mr. Deshpande too was voted as the Infrastructure Person of the Year for 2016-17.

Mr. Vinayak Kashinath Deshpande has been appointed as an Additional Director of the Company with effect from May 29, 2018 and holds office upto the ensuing AGM. The Company has received a notice under Section 160 of the Act from a member proposing his appointment as a director at the ensuing AGM.

The Nomination and Remuneration Committee at its meeting held on May 29, 2018 recommended his appointment as a Director of the Company liable to retire by rotation.

Considering the vast experience of Mr. Vinayak Deshpande, the Board is of the opinion that his appointment will be of immense benefit to the Company and commends for the shareholders approval.

Mr. Vinayak Deshpande and/or his relatives may be deemed to be concerned or interested in the proposed Resolution in so far as it relates to his own appointment.

Save and except above, none of the other directors or key managerial personnel of the Company, or their relatives are, in any way concerned or interested, financially or otherwise, in the proposed resolution.

Your Board recommends passing of resolution under Item 3 as an Ordinary Resolution.

Item no. 4 & 5

Mr. Sanjay Rajoria is a graduate in Mining Engineering from MBM Engineering College, Jodhpur. He is also the holder of 1st class Mine's Managers Certificate from Director General of Mines & Safety, Dhanbad. He successfully completed two months training programme in New South Wales, Sydney on "Mine Planning". He also has CEDEP Management Programme from INSEAD France to his credit. He has over 30 years of experience in Tata Steel Limited where he has held various positions.

He joined Tata Steel in 1988 as Graduate Engineer Trainee and held various positions such as Assistant Manager, Manager, Chief and General Manager. He has led Jamadoba Group of Collieries as Chief from 2005 to 2010. He was appointed as Chief (Mine Planning and High Wall Technology) in November 2010. From July 2011 he worked as General Manager (Operations) in West Bokaro Open Cast Mine of Tata Steel. He again worked as General Manager (Operations) in Jharia Division (underground mines) from 2016 to July 2017. As in charge of opencast and underground mines, he was responsible for operations of Mines, wash plant & other Administrative & Management functions which included corporate social responsibilities and HR practices. Prior to joining TRF he was working as General Manager, Raw Materials and Infrastructure Projects at Tata Steel.

The Board considered and approved the recommendation of the Nomination and Remuneration Committee for appointment of Mr. Sanjay Rajoria as the Managing Director of the Company for a period of 3 (three) years from February 1, 2018 to January 31, 2021 subject to approval of members.

The extract of the terms and conditions of appointment and remuneration of his agreement, as approved by Nomination and Remuneration Committee and Board is as under:

1 Term and Termination

- 1.1 Subject as hereinafter provided, this Agreement shall remain in force up to January 31, 2021 for a period of 3 years from the Date of Appointment unless terminated earlier.
- 1.2 This Agreement may be terminated earlier, without any cause, by either Party by giving to the other Party six months' notice of such termination or the Company paying six months' remuneration which shall be limited to provision of Salary, Benefits, Perquisites, Allowances and any pro-rated Incentive Remuneration (paid at the discretion of the Board), in lieu of such notice.

2. Duties & Powers

- 2.1 The Managing Director shall devote his whole time and attention to the business of the Company and perform such duties as may be entrusted to him by the Board from time to time and separately communicated to him and exercise such powers as may be assigned to him, subject to the superintendence, control and directions of the Board in connection with and in the best interests of the business of the Company and the business of one or more of its associated companies and / or subsidiaries, including performing duties as assigned to the Managing Director from time to time by serving on the boards of such associated companies and / or subsidiaries or any other executive body or any committee of such a company.
- 2.2 The Managing Director shall not exceed the powers so delegated by the Board pursuant to clause 2.1 above.
- 2.3 The Managing Director undertakes to employ the best of his skill and ability and to make his utmost endeavours to promote the interests and welfare of the Company and to conform to and comply with the policies and regulations of the Company and all such orders and directions as may be given to him from time to time by the Board.
- 2.4 Mr. Sanjay Rajoria shall undertake his duties from such location as may be directed by the Board.

3. Remuneration

- 3.1 So long as the Managing Director performs his duties and conforms to the terms and conditions contained in this Agreement, he shall, subject to such approvals as may be required, be entitled to the following remuneration subject to deduction at source of all applicable taxes in accordance with the laws for the time being in force.

- a. **Salary:** Rs 2,71,160 per month in the salary scale of Rs. 2,00,000 to Rs 4,50,000 per month. The annual increments which will be effective 1st April each year, will be decided by the Board and will be merit-based and take into account the Company's performance as well.

- b. **Benefits, Perquisites, Allowances:**

In addition to the basic salary referred to in (a) above, the Managing Director shall be entitled to:

- A. *Rent-free residential accommodation (furnished or otherwise) the Company bearing the cost of repairs, maintenance, society charges and utilities (e.g. gas, electricity and water charges) for the said accommodation.

OR

* House Rent, House Maintenance and Utility Allowances aggregating 85% of the basic salary.

(in case residential accommodation is not provided by the Company)

- B. Hospitalisation, Transport, Telecommunication and other facilities:

- (i) Hospitalisation and major medical expenses for self, spouse and dependent (minor) children and dependent parents;

- (ii) Car, with driver provided, maintained by the Company for official and personal use.

If car is not provided then he shall be entitled to car compensation allowance of Rs 46,000/- per month.

- (iii) Telecommunication facilities including broadband, internet and fax.

- (iv) Housing Loan as per the Rules of the Company.

C. Other perquisites and allowances given below subject to a maximum of 55% of the annual salary;
The categories of perquisites / allowances to be included within the 55% limit shall be -

a) Allowances for Helper/ Education of Children/ Other Allowances	33.34%
b) Leave Travel Concession/Allowance	8.33%
c) Medical allowance	8.33%
	50.00%
d) Personal Accident Insurance) @ actuals subject	
e) Club Membership fees) to a cap of ...	5.00%
	55.00%

D. Contribution to Provident Fund, Superannuation Fund or Annuity Fund and Gratuity Fund as per the Rules of the Company.

E. The Managing Director shall be entitled to leave in accordance with the Rules of the Company. Privilege Leave earned but not availed by the Managing Director is encashable in accordance with the Rules of the Company.

c. **Performance Bonus/Commission:** The Managing Director shall be entitled to annual performance linked bonus and/or Commission, not exceeding 200 % of the annual salary, based on certain performance criteria and such other parameters laid down by the Board/ Committees thereof. These amounts (if any) will be paid after the Annual Accounts have been approved by the Board and adopted by the Shareholders.

3.2 **Minimum Remuneration:** In the event of absence or inadequacy of profits of the Company in any financial year during the period of the Managing Director's appointment, the Company shall pay to the Managing Director remuneration by way of salary, benefits, perquisites and allowances, performance linked bonus/commission, as specified above, subject to provisions of the Act and Schedule V of the Act.

3.3 The Managing Director shall not, so long as he functions as the Managing Director of the Company entitled to receive any fee for attending any meetings of the Board or any Committee thereof.

3.4 The entire remuneration package of the Managing Director shall, however be subject to the overall ceiling laid down under Section 196 and 197 of the Act and conditions of Schedule V of the Act.

3.5 The Managing Director may be entitled to Long Term Incentive Plan (LTIP) as per the Tata Steel Group Company's norms, subject to the approval and discretion of the Board of Directors of the Company. This would be applicable in lieu of the Special Retirement Benefits for MD/ED as per the Tata Group norms.

4. Variation

The terms and conditions of the appointment of the Managing Director and / or this Agreement may be altered and varied from time to time by the Board as it may, in its discretion deem fit, irrespective of the limits stipulated under Schedule V to the Act or any amendments made hereafter in this regard in such manner as may be agreed to between the Board and the Managing Director, subject to such approvals as may be required.

5. Intellectual Property

5.1 The Parties acknowledge that the Managing Director may make, discover or create Intellectual Property (IP) in the course of his employment and agree that in this respect the Managing Director has a special obligation to protect such IP and use it to further the interests of the Company, or any of its associated companies or subsidiaries.

5.2 Subject to the provisions of the laws relating to intellectual property for the time being in force in India, if at any time during his employment, the Managing Director makes or discovers or participates in the making or discovery of any IP relating to or capable of being used in the business for the time being carried on by the Company or any of its subsidiaries or associated companies, full details of the Intellectual Property shall immediately be communicated by him to the Company and such IP shall be the absolute property of the Company. At the request and expense of the Company, the Managing Director shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the IP to its best advantage and the Managing Director shall execute

all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct.

- 5.3 The Managing Director hereby irrevocably appoints the Company as his attorney in his name and on his behalf to sign or execute any such instrument or do any such thing and generally to use his name for the purpose of giving to the Company or its nominee the full advantage of the provisions of this clause 6 and if in favour of any third Party, a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
- 5.4 If the IP is not the property of the Company, the Company shall, subject to the provisions of the applicable laws for the time being in force, have the right to acquire for itself or its nominee, the Managing Director's rights in the IP within 3 months after disclosure pursuant to clause 5.2 above on fair and reasonable terms.
- 5.5 The rights and obligations under this clause shall continue in force after termination of the Agreement in respect of IP relating to the period of the Managing Director's employment under the Agreement and shall be binding upon his heirs and legal representatives.

6. Confidentiality

- 6.1 The Managing Director is aware that in the course of his employment he will have access to and be entrusted with information in respect of the business and finances of the Company including intellectual property, processes and product specifications, etc. and relating to its dealings, transactions and affairs and likewise in relation to its subsidiaries, associated companies, customers or clients all of which information is or may be of a confidential nature.
- 6.2 The Managing Director shall not except in the proper course of performance of his duties during or at any time after the period of his employment or as may be required by law divulge to any person whatever or otherwise make use of and shall use his best endeavors to prevent the publication or disclosure of any confidential information of the Company or any of its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers.
- 6.3 All notes, memoranda, documents and confidential information concerning the business of the Company and its subsidiaries or associated companies or any of its or their suppliers, agents, distributors or customers which shall be acquired, received or made by the Managing Director during the course of his employment shall be the property of the Company and shall be surrendered by the Managing Director to the Company upon the termination of his employment or at the request of the Board at any time during the course of his employment.

7. Non-competition

The Managing Director covenants with the Company that he will not, during the continuance of his employment with the Company, without the prior written consent of the Board, carry on or be engaged, directly or indirectly, either on his own behalf or on behalf of any person, or as manager, agent, consultant or employee of any person, firm or company, in any activity or business, in India or overseas, which shall directly or indirectly be in competition with the business of the Company or its holding company or its subsidiaries or associated companies. The application of this clause needs to be read in conjunction with the relevant clauses in the Tata Code of Conduct, referred to in Clause 10 below.

8. Selling Agency

The Managing Director, so long as he functions as such, undertakes not to become interested or otherwise concerned, directly or through his spouse and / or children, in any selling agency of the Company.

9. Tata Code of Conduct

The provisions of the Tata Code of Conduct shall be deemed to have been incorporated into this Agreement by reference. The Managing Director shall during his term, abide by the provisions of the Tata Code of Conduct in spirit and in letter and commit to assure its implementation.

10. Personnel Policies

All Personnel Policies of the Company and the related Rules which are applicable to other employees of the Company shall also be applicable to the Managing Director, unless specifically provided otherwise.

11. Summary termination of employment

The employment of the Managing Director may be terminated by the Company without notice or payment in lieu of notice:

- a. If the Managing Director is found guilty of any gross negligence, default or misconduct in connection with or affecting the business of the Company or any subsidiary or associated company to which he is required by the Agreement to render services; or in the event of any serious or repeated or continuing breach (after prior warning) or non-observance by the Managing Director of any of the stipulations contained in the Agreement; or in the event the Board expresses its loss of confidence in the Managing Director.

12. Termination due to physical / mental incapacity

In the event the Managing Director is not in a position to discharge his official duties due to any physical or mental incapacity, the Board shall be entitled to terminate his contract on such terms as the Board may consider appropriate in the circumstances.

13. Resignation from directorships

Upon the termination by whatever means of his employment under the Agreement:

The Managing Director shall immediately cease to hold offices held by him in any holding company, subsidiaries or associate companies without claim for compensation for loss of office by virtue of Section 167 (1)(h) of the Act and shall resign as trustee of any trusts connected with the Company.

The Managing Director shall not without the consent of the Board at any time thereafter represent himself as connected with the Company or any of its subsidiaries and associated companies.

14. Agreement co-terminus with employment / directorship

If and when this Agreement expires or is terminated for any reason whatsoever, Mr Sanjay Rajoria will cease to be the Managing Director and also cease to be a Director of the Company. If at any time, the Managing Director ceases to be a Director of the Company for any reason whatsoever, he shall cease to be the Managing Director and this Agreement shall forthwith terminate. If at any time, the Managing Director ceases to be in the employment of the Company for any reason whatsoever, he shall cease to be a Director and Managing Director of the Company.

15. Other Directorships

The Managing Director covenants with the Company that he will not during the continuance of his employment with the Company accept any other directorships in any company or body corporate without the prior written consent of the Board.

In accordance with the provisions of Sections 196, 197, 203, and Schedule V and other applicable provisions, if any, of the Companies Act, 2013, read with applicable rules, and other applicable laws, as amended up-to-date, the terms of appointment of Mr. Sanjay Rajoria as the Managing Director are placed before the Members in the Annual General Meeting for their approval. In the event the Company has no profits or inadequate profits in a financial year, approval of the shareholders is sought by way of Special Resolution for payment of remuneration to Mr. Sanjay Rajoria, as the Managing Director, as laid down in Section II of Part II of Schedule V of the Companies Act, 2013. This will be valid for the aforesaid period of his appointment.

The draft agreement to be entered into with Mr. Sanjay Rajoria is available for inspection by Members of the Company at its Registered Office between 11.00 AM to 1.00 PM on any working day, except on Saturdays.

None of the other Directors or Key Managerial Personnel of the Company, or their relatives is, in any way, concerned or interested, financially or otherwise, in the proposed resolution.

Your Board recommends passing of the resolution under item 4 & 5 as an ordinary resolution and special resolution, respectively.

Item No.6

The Board on the recommendation of Audit Committee, has approved the re-appointment of M/s. Shome & Banerjee, the Cost Auditors, to conduct the audit of cost records of the Company for the financial year 2018-19 at a consolidated remuneration of Rs.3,50,000/- (Plus GST as applicable) and they shall also be entitled to re-imburement of out of pocket expenses as may be incurred by them, if any, during the course of their assignment.

Pursuant to the provisions of Section 148 of the Companies Act, 2013 and the rules made there under (including any statutory modification(s) or re-enactment thereof for the time being in force), read with such other provisions under applicable law, the remuneration payable to the Cost Auditors would require subsequent ratification from the members of the Company.

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None of the Directors or Key Managerial Personnel of the Company, or their relatives is, in any way, concerned or interested, financially or otherwise, in the proposed resolution.

Your Board recommends passing of the resolution under Item no. 6 of the notice as an Ordinary Resolution.

By Order of the Board of Directors

Registered Office:
11, Station Road,
Burma Mines,
Jamshedpur – 831 007.
Dated: May 29, 2018

K Sujit Mathai Mathew
Chief Financial Officer

Details of Directors seeking appointment/reappointment in the forthcoming Annual General Meeting (Pursuant to Regulation 36 (3) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015)

Name of Director	Mr. Sanjay Rajoria	Mr. Rajesh Ranjan Jha	Mr. Vinayak Kashinath Deshpande
Date of Birth	25-07-1966	21-06-1969	21-07-1957
DIN	08063280	07715246	00036827
Date of Appointment	01-02-2018	25-01-2017	29-05-2018
Expertise in specific functional areas	Mining	Engineering & Projects	Engineering & Projects
Qualifications	BE (Mining)	BE (Mechanical) and MBA in Finance & Marketing	Graduate in Chemical Engineering from IIT, Kharagpur
Directorship held in other public companies (excluding foreign companies) as on 31.03.2018	Nil	Nil	NA
Membership/Chairmanship of Committees of other public companies (includes only Audit Committee and Stakeholders Relationship Committee) as on 31.03.2018	Nil	Nil	NA
Shareholding in TRF Limited	Nil	Nil	Nil
Relationship with other Directors	None	None	None

Information relevant to the appointment of Mr. Sanjay Rajoria as the Managing Director as required under Section II of Part II of Schedule V of the Companies Act, 2013:

GENERAL INFORMATION

(1) **Nature of Industry:** Engineering

Over the last five decades, TRF has emerged as a pioneer in solutions for material handling equipment and processing systems required in the infrastructure development.

TRF Limited undertakes turnkey projects for infrastructure development industries such as power and steel plants, cement, ports and mining projects. TRF's material handling products and systems are well known in the market, in India, for their reliability, productivity and longevity. The Company has been constantly upgrading and developing new products and systems with the help of reputed enterprises that have cutting edge technical expertise .

TRF at present is reorganizing its business model to undertake fabrication and life cycle business.

TRF's skilled manpower meets the expectation of its customers by continuously adopting new technology, upgrading skills and endeavoring to serve its customers on time. They also use several process improvement tools and techniques like, quality circles, knowledge management, cross functional teams, etc to attain the highest level of productivity.

(2) **Expected date of commencement of commercial production:** Not applicable.

(3) **In case of new companies, expected date of commencement of activities as per project approved by financial**

institutions appearing in the prospectus:

Not applicable.

(4) **Financial performance during last three years:** (Rs. in lakhs)

Financial Parameters	2015-16	2016-17	2017-18
Turnover (Sales)	54,321.59	50,583.46	35,153.15
Net Profit/(Loss) before Tax	(467.36)	(4,933.70)	(16,555.80)
Net Profit/(Loss) after Tax as per Statement of Profit and Loss	(467.36)	(2,691.10)	(14,597.65)
Amount of dividend	Nil	Nil	Nil
Rate of dividend declared (%)	Nil	Nil	Nil

(5) **Export performance and net foreign exchange earnings:** (Rs. in lakhs)

	2015-16	2016-17	2017-18
Foreign exchange earnings including deemed export	21,081.06	18,338.05	4,445.36
Foreign exchange expenditure outgoings equivalent	442.46	332.92	421.50

(6) **Foreign investments or collaborations, if any:**

Litton Systems Inc., U.S.A. hold 1.98% of the equity capital of the Company.

II. INFORMATION ABOUT THE APPOINTEES:

A) Background Details

1(a) Educational Qualification : Mr. Sanjay Rajoria is a graduate in Mining from the MBM Engineering College, Jodhpur. He is also the holder of 1st class Mine's Managers Certificate from the Director General of Mines & Safety, Dhanbad. He successfully completed two months training programme in New South Wales, Sydney on "Mine Planning".

1(b) Experience :

He has over 30 years of experience in Tata Steel Limited in various positions.

2. Past remuneration (including contribution to PF, Superannuation fund, gratuity fund & Commission) for last 3 years:

The remuneration paid to Mr Sanjay Rajoria by his previous organisation is as under:

Financial year	Remuneration (Rs in lakhs)
2017-18	117.38
2016-17	102.99
2015-16	80.58

3. Recognition and awards: Mr Rajoria is the holder of 1st class Mine's Managers Certificate from the Director General of Mines & Safety, Dhanbad. He successfully completed two months training programme in New South Wales, Sydney on "Mine Planning". He also has CEDEP Management Programme from INSEAD France to his credit.

4. Job profile and his suitability:

(a) Job Profile

Managing Director reporting to the Board.

TRF is engaged in -

- (i) Design, engineering, procurement, supply, civil and structural works, electrical and instrumentation systems, fabrication, erection and testing of bulk material handling equipment and systems;
- (ii) Design, supply, installation and commissioning of Port & Yard equipment and services;
- (iii) Project/Construction Management on EPC basis for setting up material handling plants;

His responsibilities include-

- (i) Sustainable operations of the Company through efficient and optimum utilisation of Company's resource viz., man, material and money. Growth of the various divisions.
- (ii) Entering into strategic tie-ups and alliances for advancement of the business of the Company.

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- (iii) Development of new businesses.
- (iv) Employee satisfaction.
- (v) Customer satisfaction.
- (vi) Enhancing shareholder value.

(b) Suitability

He joined Tata Steel in 1988 as Graduate Trainee and held various positions such as Assistant Manager, Manager, Chief and General Manager. He has led Jamadoba Group of Collieries as Chief from 2005 to 2010. He was appointed as Chief (Mine Planning and High Wall Technology) in November 2010. From July 2011 he worked as General Manager (Operations) in West Bokaro Open Cast Mine of Tata Steel. He again worked as General Manager (Operations) in Jharia Division (underground mines) from 2016 to July 2017. As in charge of opencast and underground mines, he was responsible for operations of Mines, wash plant & other Administrative & Management functions which included corporate social responsibilities and HR practices. Prior to joining TRF he was working as General Manager, Raw Materials and Infrastructure Projects at Tata Steel.

In view of Mr Rajoria's vast experience in various operations of Tata Steel and the high esteem in which he held in the corporate circle for his business acumen and leadership qualities, the Board considers Mr Rajoria as the most suitable professional for shouldering the responsibility of the Managing Director of the Company.

5. Remuneration proposed:

Salary	Rs 2,71,160 per month in the salary scale of Rs. 2,00,000 to Rs 4,50,000 per month
Perquisites & Allowances	Not exceeding 140% of the annual salary
Performance Bonus/Commission	Not exceeding 200 % of the annual salary, based on certain performance criteria and such other parameters laid down by the Board/ Committees thereof.
Minimum Remuneration only in case of absence or inadequacy of profits during any financial year	To be paid by way of salary, performance linked remuneration, perquisites & allowances, subject to the limits specified in Part II in Section II to Schedule V of the Companies Act, 2013.

6. Comparative Remuneration Profile with respect to industry, size of the Company, profile of the position and person :

The remuneration proposed is commensurate with respect to the industry, size of the Company & profile of the person.

7. Pecuniary relationship directly or indirectly with the Company, or relationship with the managerial person, if any:

Apart from receiving remuneration as Managing Director, Mr Sanjay Rajoria has no other pecuniary relationship directly/indirectly with the Company. Mr Sanjay Rajoria is not having any interest in the capital of the Company, directly or indirectly or through any statutory structure. He is also not having any direct or indirect interest or related to the directors or promoters of the Company.

III. OTHER INFORMATION:

(1) Inadequate profits:

The Company is seeking the permission of the shareholders for making payment to the appointee's remuneration in any of the three years of his appointment/re- appointment, as laid down in Part II in Section II to Schedule V of the Companies Act, 2013, only in the event the Company has no profit or inadequate profits in any such financial year.

(2) Steps taken or proposed to be taken for improvement:

- a) Efforts to get more orders for projects and equipment supply
- b) Improvement in productivity and optimum utilisation of resources of the Company.
- c) Turnaround of the company.

(3) Expected increase in productivity and profits in measurable terms:

The Company, by adoption of measures as aforesaid, expects higher turnover in future years with associated increase in profits and productivity.