

## Draft Independent Directors Appointment Letter

Date: \_\_\_\_\_, 2019

Dear Shri \_\_\_\_\_,

It is indeed a matter of privilege for us to have you on our Board as an Independent Director. We also sincerely appreciate the keen interest which you take in the affairs of the Company and the guidance which you so readily provide.

The Companies Act, 2013 ('Act') has now mandated that the Company should formalize the appointment through a letter of appointment setting forth therein certain particulars as mentioned therein. This letter therefore, refers to those particulars in fulfillment of that stipulation.

1. Though you may be fully aware of the provisions of the Companies Act, 2013 specially Section 149 and Schedule IV of the Act which talk about Independent Director and Corporate Governance Code as specified in the listing agreement with the Stock Exchanges which include the code of conduct framed there under (copy enclosed), your attention is drawn to these provisions especially, the provisions contained in Section 149(6) of the Act and Regulation 16(1)(b) of the SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 ('Listing Regulation').
2. The tenure as an Independent Director, in the second term, is up to \_\_\_\_\_, with effect from 13<sup>th</sup> September, 2019 subject to other provisions of the Act and Listing Regulation.
3. The Agenda for all the Board Meetings would be sent to you sufficiently in advance and your active participation by way of frank and fair discussion and opinion on any matters contained therein or any other matter which in your opinion, is necessary concerning the affairs of the Company would be deeply appreciated. Such an involvement would go a long way in helping the Board to reach a judicious decision on the subject matter. A similar participation in the following Committees on which you are member/Chairman would indeed be of immense help.
  - (a)
  - (b)
4. Needless to state that, you as an Independent Director are expected to discharge the fiduciary duties normally associated with such a position, especially concerning disclosure of your interest in any contract or arrangement with the Company in conformity with law/Listing Regulation.
5. Any transaction or contract or arrangement which you feel would be in potential conflict with your Independence or Interest would be expected to be brought to the notice of the Board so that an informed decision by it would be taken after careful consideration of the pros and cons of the matter.
6. The Company as a customary practice, allows sitting fees @ Rs.10,000/- per meeting of the Board/Audit Committee, Rs.5000/- per meeting of the Nomination

& Remuneration Committee and Rs.1,000/- per meeting of the Stakeholders Relationship Committee and reimbursement of any expenditure incurred in connection with the travel to attend the Board Meeting to and from your place of residence.

7. A copy of Resolution passed by the Shareholders at their Annual General Meeting held on \_\_\_\_\_ is enclosed for your record.

We look forward to your active involvement in the Company's decision making process and valuable guidance towards a better and stronger Company.

Thanking you, we remain;

Yours faithfully,

On behalf of the Board,

Chairman.  
Encl.: A/a.