



**RP - Sanjiv Goenka  
Group**

Growing Legacies



30 July, 2014

C. K. Dhanuka, Esq.  
Dhunseri Petrochem & Tea Ltd.  
Dhunseri House  
4A Woodburn Park  
Kolkata 700 020

Dear Sir,

**Appointment as Non-Executive Independent Director**

We are pleased to inform you that at the Annual General Meeting held on 30 July 2014, shareholders of CESC Limited ('the Company') have approved your appointment as an Independent Director of the Company to hold office for five consecutive years from 1<sup>st</sup> April, 2014 up to 31 March, 2019. Accordingly, we confirm the said appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

**1. Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time.
- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.

1

- 1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.
- 1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

## 2. Remuneration

- 2.1 As a Non-executive Independent Director, you will be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and any Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## 3. Insurance

The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such policy during the terms of your appointment.

## 4. Role and Duties

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, which include the following :

- 4.1 You shall act in accordance with the Company's Articles of Association.
- 4.2 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.
- 4.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 4.4 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.

- 4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- 4.6 You shall not assign your office as Director and any assignments so made shall be void.

## **5. Code of Conduct**

As an Independent Director of the Company, you agree to abide by the Code for Independent Director, Code of Conduct for Directors and Conduct for Prevention of Insider Trading of Employees (including Directors) as issued by the Company, and you have been provided with copies of the same (copies attached).

## **6. Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

## **7. Disclosures, other directorships and business interests**

- 7.1 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.
- 7.2 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 Chairman and the Company Secretary.

## **8. Cessation**

- 8.1 Your directorship on the Board 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 as applicable to Directors.
- 8.2 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 Registrar of Companies. 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.
- 8.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in 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.

**9. Confidentiality**

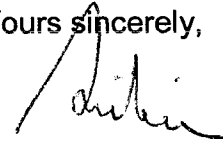
- 9.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 9.2 Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of the said requirements without prior clearance from us.

**10. Governing Law**

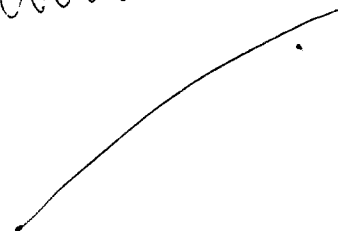
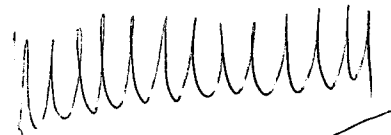
This agreement is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the Indian courts.

We are eager to have you as an integral part of the growth of our Company and look forward to having from you the enclosed copy of this letter duly signed by you.

Yours sincerely,



**COMPANY SECRETARY**





**RP - Sanjiv Goenka  
Group**

Growing Legacies



**CESC**  
LIMITED  
Energising Lives - Since 1899

1 August, 2014

K. Jairaj, Esq.  
32, 5 B Cross,  
16th Main BTM Layout,  
Bangalore 560076.

Dear Sir,

**Appointment as Non-Executive Independent Director**

We are pleased to inform you that the Board of Directors of the Company at its meeting held on 30 July, 2014 has appointed you as an Additional Director of the Company from 1 August, 2014. At the said meeting you have also been appointed as an Independent Director for a period of five years from 1 August, 2014 to 31 July, 2019. The said appointment as an Independent Director will be placed for approval of the members of the Company at a General Meeting to be held in due course.

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

**1. Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time.
- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.

1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

## 2. Remuneration

2.1 As a Non-executive Independent Director, you will be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.

2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and any Committee of the Board.

2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## 3. Insurance

The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such policy during the terms of your appointment.

## 4. Role and Duties

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, which include the following :

4.1 You shall act in accordance with the Company's Articles of Association.

4.2 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.

4.3 You shall discharge your duties with due and reasonable care, skill and diligence.

4.4 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.

4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

4.6 You shall not assign your office as Director and any assignments so made shall be void.

5. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the Code for Independent Director, Code of Conduct for Directors and Conduct for Prevention of Insider Trading of Employees (including Directors) as issued by the Company, and you have been provided with copies of the same (copies attached).

6. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

7. **Disclosures, other directorships and business interests**

7.1 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.

7.2 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 Chairman and the Company Secretary.

8. **Cessation**

8.1 Your directorship on the Board 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 as applicable to Directors.

8.2 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 Registrar of Companies. 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.

8.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in 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.

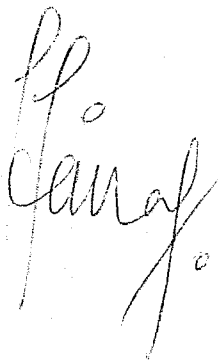
**9. Confidentiality**

- 9.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 9.2 Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of the said requirements without prior clearance from us.

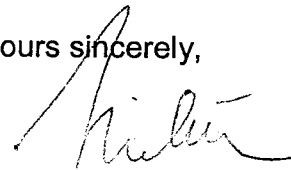
**10. Governing Law**

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.

We are eager to have you as an integral part of the growth of our Company and look forward to having from you the enclosed copy of this letter duly signed by you.



Yours sincerely,



**COMPANY SECRETARY**





**RP - Sanjiv Goenka  
Group**

Growing Legacies



**CESC  
LIMITED**  
Emerging Lives - Since 1899

30 July, 2014

P. K. Khaitan, Esq.  
Messrs. Khaitan & Co. LLP  
1B Old Post Office Street  
Kolkata 700 001

Dear Sir,

**Appointment as Non-Executive Independent Director**

We are pleased to inform you that at the Annual General Meeting held on 30 July 2014, shareholders of CESC Limited ('the Company') have approved your appointment as an Independent Director of the Company to hold office for five consecutive years from 1<sup>st</sup> October, 2014 up to 30 September, 2019. Accordingly, we confirm the said appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

**1. Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time.
- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.

1

1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

## **2. Remuneration**

2.1 As a Non-executive Independent Director, you will be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.

2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and any Committee of the Board.

2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## **3. Insurance**

The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such policy during the terms of your appointment.

## **4. Role and Duties**

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, which include the following :

4.1 You shall act in accordance with the Company's Articles of Association.

4.2 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.

4.3 You shall discharge your duties with due and reasonable care, skill and diligence.

4.4 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.

4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

4.6 You shall not assign your office as Director and any assignments so made shall be void.

## **5. Code of Conduct**

As an Independent Director of the Company, you agree to abide by the Code for Independent Director, Code of Conduct for Directors and Conduct for Prevention of Insider Trading of Employees (including Directors) as issued by the Company, and you have been provided with copies of the same (copies attached).

## **6. Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

## **7. Disclosures, other directorships and business interests**

7.1 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.

7.2 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 Chairman and the Company Secretary.

## **8. Cessation**

8.1 Your directorship on the Board 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 as applicable to Directors.

8.2 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 Registrar of Companies. 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.

8.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in 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.

**9. Confidentiality**

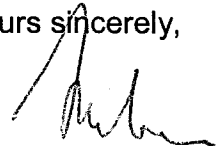
- 9.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 9.2 Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of the said requirements without prior clearance from us.

**10. Governing Law**

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.

We are eager to have you as an integral part of the growth of our Company and look forward to having from you the enclosed copy of this letter duly signed by you.

Yours sincerely,



**COMPANY SECRETARY**





**RP - Sanjiv Goenka  
Group**

Growing Legacies



Emerging Lives - Since 1899

22 September, 2014

Pratip Chaudhuri, Esq.  
H 1591 Chittaranjan Park  
(Behind Market No. 2)  
New Delhi – 110 019

Dear Sir,

**Appointment as Non-Executive Independent Director**

We are pleased to inform you that the Board of Directors of the Company ('the Board') at its meeting held on 22 September, 2014 has appointed you as an Additional Director of the Company from 1 October, 2014. At the said meeting you have also been appointed as an Independent Director for a period of five years from 1 October, 2014 to 30 September, 2019. The said appointment as an Independent Director will be placed for approval of the members of the Company at a General Meeting to be held in due course.

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

**1. Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time.
- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.

1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

## 2. Remuneration

2.1 As a Non-executive Independent Director, you will be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.

2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and any Committee of the Board.

2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## 3. Insurance

The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such policy during the terms of your appointment.

## 4. Role and Duties

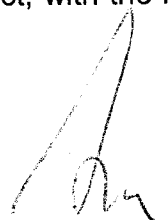
Your role and duties will be those normally required of a Non-executive Independent Director under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, which include the following :

4.1 You shall act in accordance with the Company's Articles of Association.

4.2 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.

4.3 You shall discharge your duties with due and reasonable care, skill and diligence.

4.4 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.



4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

4.6 You shall not assign your office as Director and any assignments so made shall be void.

5. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the Code for Independent Director, Code of Conduct for Directors and Conduct for Prevention of Insider Trading of Employees (including Directors) as issued by the Company, and you have been provided with copies of the same (copies attached).

6. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

7. **Disclosures, other directorships and business interests**

7.1 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.

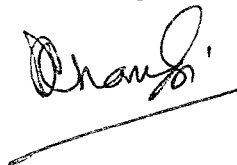
7.2 You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

8. **Cessation**

8.1 Your directorship on the Board 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 as applicable to Directors.

8.2 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 Registrar of Companies. 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.

8.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in 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.

**9. Confidentiality**

- 9.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 9.2 Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of the said requirements without prior clearance from us.

**10. Governing Law**

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.

We are eager to have you as an integral part of the growth of our Company and look forward to having from you the enclosed copy of this letter duly signed by you.

*accepted*  
*[Signature]*

Yours sincerely,

*[Signature]*  
**COMPANY SECRETARY**





30 July, 2014

Ms. Rekha Sethi  
Director General  
All India Management Association  
Management House  
14, Institutional Area, Lodi Road  
New Delhi – 110 003

Madam,

**Appointment as Non-Executive Independent Director**

We are pleased to inform you that at the Annual General Meeting held on 30 July 2014, shareholders of CESC Limited ('the Company') have approved your appointment as an Independent Director of the Company to hold office for five consecutive years from 30 May, 2014 up to 29 May, 2019. Accordingly, we confirm the said appointment as a Non-executive member of the Board of Directors of the Company ('the Board').

This letter of appointment sets out the terms and conditions covering your appointment and your role, duties, responsibilities and liabilities as a Non-executive Independent Director on the Board.

**1. Appointment**

- 1.1 Your appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, you will not be liable to retire by rotation.
- 1.4 Your appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for not more than two terms of five year each on the Board. Your reappointment as an Independent Director will be considered by the Board as per laws and regulations prevailing at the relevant time.
- 1.6 The Board may invite you to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.

- 1.7 You will devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.
- 1.8 You will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

## **2. Remuneration**

- 2.1 As a Non-executive Independent Director, you will be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 You will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and any Committee of the Board.
- 2.3 You will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

## **3. Insurance**

The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such policy during the terms of your appointment.

## **4. Role and Duties**

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, which include the following :

- 4.1 You shall act in accordance with the Company's Articles of Association.
- 4.2 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.
- 4.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 4.4 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.

- 4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- 4.6 You shall not assign your office as Director and any assignments so made shall be void.

5. **Code of Conduct**

As an Independent Director of the Company, you agree to abide by the Code for Independent Director, Code of Conduct for Directors and Conduct for Prevention of Insider Trading of Employees (including Directors) as issued by the Company, and you have been provided with copies of the same (copies attached).

6. **Performance Appraisal / Evaluation Process**

As laid down in the Act, your performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

7. **Disclosures, other directorships and business interests**

- 7.1 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.
- 7.2 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 Chairman and the Company Secretary.

8. **Cessation**

- 8.1 Your directorship on the Board 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 as applicable to Directors.
- 8.2 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 Registrar of Companies. 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.
- 8.3 If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in 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.

9. **Confidentiality**

- 9.1 You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-executive Director of the Company.
- 9.2 Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of the said requirements without prior clearance from us.

10. **Governing Law**

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.

We are eager to have you as an integral part of the growth of our Company and look forward to having from you the enclosed copy of this letter duly signed by you.

Yours sincerely,



**COMPANY SECRETARY**