

**Terms and conditions of appointment of the Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013.**

**1. Appointment**

The term of appointment as Non-Executive Independent Director is for a term of five years on the Board of Directors of Parijat Industries (India) Private Limited with effect from 16<sup>th</sup> September, 2016, unless terminated earlier as per the provisions of applicable laws and shall subject to appointment by the members of the Company in the next Annual General Meeting.

The term “Independent Director” should be construed as defined under the Companies Act, 2013. The appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013.

**2. Committees**

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

**3. Role and Duties**

As a member of the board, the role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013.

In terms of Section 166 of the Companies Act, 2013, shall

- I. act in accordance with the Company’s Articles of Association.
- II. 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 interests of the company, its employees, the shareholders, the community and for the protection of environment.
- III. exercise duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- IV. not involve in a situation in which may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- V. not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- VI. not assign his office and any assignment so made shall be void.

The Independent Director shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act.

#### **4. Remuneration, etc.**

Fees/Reimbursement of Expenses:

The Independent Director shall be paid such remuneration by way of sitting fees within the limits prescribed under the Act and Rules thereunder and as approved by the Board of Directors of the Company, for attending the meeting(s) of the Board or any Committee thereof and reimbursement of any expenses for participation in the board and other meeting.

#### **5. Code of Conduct & other compliances**

During the appointment, the Independent Director shall comply with any relevant regulations including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect status as an independent director, shall give a declaration to that effect confirming that he meets the criteria of independence as provided in Section 149(6) of the Companies Act, 2013.

#### **6. Conflict of Interest**

It is accepted and acknowledged that he may have business interests other than those of the Company. As a condition to commencing appointment, he is required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of appointment.

In the event that circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that are independent, this should be disclosed to both the Chairman and the Secretary.

## **7. Confidentiality**

All information acquired during appointment is confidential to Parijat Industries (India) Private Limited and should not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law. On reasonable request, shall surrender any documents and other materials made available by Parijat Industries (India) Private Limited.

## **8. Evaluation**

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. The appointment and re appointment on the Board shall be subject to the outcome of the evaluation process and continuing to meet independence criteria.

## **9. D& O Insurance**

The Company has Directors' and Officers' liability insurance and it is intended the company will assume and maintain such cover for the full term of appointment.

## **10. Changes of personal details**

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

## **11. Disclosure of Interest**

- (i) It is accepted and acknowledged to have Business Interests other than those of the Company. As a condition of appointment, it is required to declare/disclose any such Directorship, appointments and interests to the Board in writing.
- (ii) The Independent Director shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record interest appropriately and records are updated. A general notice that the Independent Director is interested in any contracts with a particular person, firm or company is acceptable.

## **11. Disengagement**

- a. The Independent Director may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified in the notice, whichever is later.
- b. The directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the 2013 Act) upon
  - Violation of any provision of the Code of Conduct as applicable
  - Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act
- c. Continuation of the appointment is contingent on getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. The Independent Director will not be entitled to compensation if the shareholders do not re-elect at any time.
- d. The Independent Director appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

## **12. Governing Law**

The appointment of Independent Director and any non-contractual obligations arising out thereof shall be governed by and will be interpreted in accordance with Indian law and engagement shall be subject to the jurisdiction of the Indian courts.