

Date:-

Name of Director  
Address of Director

Dear Sir,

**Sub: Appointment as a Non-Executive Independent Director under the Companies Act, 2013.**

Our company is grateful to you for giving your kind consent for appointment as an Independent Director of our Company. We are sure that the Company would be enriched with your valuable guidance and suggestions in the course of your association with us as an Independent Director. We look forward to your participation in the affairs of the company and advice for the growth and development of the company and all its stakeholders. As required under the Companies Act, 2013, we are issuing appointment letter to you covering the terms of your appointment. Kindly confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

**1. Appointment**

The Appointment has been made for a term of 5 (five) years i.e. up to 31st March, 20\_\_.

**2. Committees**

You are presently member on the following Board Committees.

Sl.No.	Name of the Committee	Capacity
1	Audit Committee	Member/Chairman
2	Nomination and Remuneration Committee	Member/Chairman
3	Stakeholders's Relationship Committee	Member/Chairman
4	Corporate Social Responsibility	Member/Chairman

\*Delete whichever is not applicable

In addition to the above, the Board of directors, if deemed fit, may further invite you for being appointed on one or more of the existing Board Committees or any such Committee that may be set up in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

**3. Time Commitment**

It is expected that you will bring objectively and independence of view to the Board's discussions and help to provide the Board with effective leadership in relation to the Company's strategy performance and risk management as well as ensuing high standards of Corporate Governance

It is further expected that you will attend Board Meeting, Board Committee's meeting to which you are appointed or may be appointed and shareholders meeting and will devote such time as appropriate to discharge the duties of an Independent Director.

**4. Role and Duties**

It is expected that you will discharge your duties as per the provisions of Companies Act, 2013, read with Rules made there under, Code of Conduct of Independent Directors as per Schedule IV of the Companies Act, 2013, Listing Agreement, Articles of the Company and other Statutes as may be applicable from time to time.

## **5. Remuneration**

Remuneration will be paid by way of fee and reimbursement of expenses for participation in the Board and other meetings and commission and/or such other payments as may be decided by the Board and approved by the shareholders from time to time. Such payments shall be subject to the provisions of Companies Act, 2013 and any amendments /subsequent legislation applicable to such appointments.

## **6. Conflict of Interest**

6.1 It is accepted and acknowledged that you may have business interests other than those of the Company and the same is required to be disclosed to the Board in writing in the prescribed form at the time of your appointment.

6.2 In the event, your circumstances are likely to change which might give rise to a conflict of interest or, which might lead the Board to revise its judgment that you are independent, it should be properly disclosed to the Company.

## **7. Confidentiality and Code of Conduct**

All information acquired during your appointment are confidential and should not be disclosed, either during your appointment or following termination (by whatever means) to third party without prior clearance from the Chairman, unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any document and other materials made available to you by the Company.

Your attention is also drawn to the requirements under the applicable regulations and the La Opala Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of La Opala. Consequently, you should avoid making any statements or performing any transactions that might risk a breach for these requirements without prior clearance from the Board or from the person authorized by the Board.

Your attention is drawn to the requirements of SEBI (Prohibition of Insider Trading) Regulations 1992 in respect of disclosure of price-sensitive information. Consequently it is expected that you will not make any statements and/or enter into transactions that might risk a breach of these requirements.

## **8. Evaluation**

As per the provisions of Companies Act, 2013, your performance as an Independent Director will be reviewed by the Board on an annual basis.

## **9. Disclosure of Interest**

The Company must include in its Annual accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than the transaction or arrangement coming up at a Boarding Meeting, so that your interest is recorded in the minutes appropriately and the Company's records are updated. A general notice that you are interested in any contracts with a particular person, firm or company, is acceptable.

## **10. Termination**

10.1 You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.

10.2 Continuation of your appointment is contingent on your getting re-elected by the Shareholders in accordance with provisions of the Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation in any manner, if the shareholders do not re-elect you at any time.

10.3 Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company, in force from time to time.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

Yours faithfully

**For LA OPALA RG LINTIED**

**Sushil Jhunjunwala**

**Vice Chairman and Managing Director**

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed:

Dated: