



To,

Sub: Appointment as a Non- Executive Additional Director (Independent Director) of the Company under Companies Act, 2013

Dear Sir,

We are pleased to inform you that the Board of Directors of **JAKHARIA FABRIC PRIVATE LIMITED**, at its meeting held on _____, has appointed you as an Additional Non - Executive Independent Director of the Company **with immediate effect**. We are writing to set out the terms of your appointment. The purpose of this letter is to confirm the basis of your appointment. You are requested to sign and return the attached copy in acknowledgement.

Appointment

Your term as an Additional Director shall expire in ensuing General Meeting (“GM”) of the Company. Your appointment at the GM shall be based on the outcome of performance evaluation process, provided you are not disqualified from being appointed as the Director pursuant to Section 167 of the Companies Act, 2013 and a proposal received u/s 160 of the Companies Act, 2013 which shall be approved by the Members in ensuing GM.

Role on the Board

As a Non-Executive Director you are expected to bring objectivity and independent view to the Board’s discussion and to help provide the Board with effective leadership in relation to the Company’s strategy, performance and risk management as well as ensuing high standards of financial profitability and corporate governance.

In addition to routine Board Meetings, you should manage time to attend Committee Meetings, preparatory work and travel, and ensure that you are in a position to make the necessary overall time commitment.

You may be nominated on one or more Committees of the Board and in such event you will be provided with the relevant Committee's terms of reference and any specific responsibilities.

Duties and Liabilities

The duties and liabilities that come with your appointment would be as per the provisions of Companies Act, 2013 (including Rules thereunder) and other laws applicable to the Company, Company's policies, Code of Conduct and the Articles of Association of the Company, as may be amended from time to time.

You will apply the highest standards of confidentiality, and not disclose to any person or Company (whether during the course of the tenure as a Non-Executive Independent Director or at any time after its cessation), any confidential information concerning the Company with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Board of Directors.

You will be responsible to observe requirements under the Companies Act, 2013, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements.

In case you so desire, Company would provide support to help you familiarise yourself with the relevant duties and obligations.

Timing and Location of Board Meetings and time commitment

The Board normally meets once a quarter, generally at its registered office. Details of the meeting is intimated 7 days prior to the meeting, except in urgency the same is called at shorter notice but with consent of majority Directors.

Training

You will be entitled to training program for familiarizing yourself with the business and affairs of the Company, its growth plans, the peculiarities of the industry in which it operates its goals and expectations and long term plans and objectives etc.

Remuneration:

a) Sitting Fees

You will be given Sitting fees for attending each Meeting of the Board and its Committee, if any, as may be determined by the Board from time to time.

b) Reimbursement of out-of-pocket expenses:

The Company shall reimburse from time to time all expenses that may be incurred in the course of performance of duties as Non-Executive Independent Director of the Company.

Outside Interests Including Directorships

It is accepted and acknowledged that you may have business interests, to the extent allowed under the Companies Act, 2013, other than those of the Company. Please arrange to provide your interests as a shareholder, Director, officer or trustee of other companies or entities to be entered in the Company's interests register. The interests register is tabled at each Board Meeting. Please ensure that the Company is kept informed of any changes to your interests so that the interests register can be maintained up to date. Any Director is, while holding office, at liberty to accept other Board appointments so long as the appointment is not in conflict with the Company's business and does not materially interfere with their performance as a Director of the Company. All other appointments must first be discussed with the Chairman of the Company before being accepted.

Termination

You are free to resign from the Board of the Company by giving one calendar month notice in writing to the Company. However, the said notice period may be reduced if both parties agree to the same. The above appointment can be terminated or ceased pursuant to Section 167 or 169 of the Companies Act, 2013.

General

All the terms as mentioned above including your appointment, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder, as amended from time to time.

This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of India.

Confidentiality

All information acquired during your appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from Chairman of the Company. We look forward to your association with us.

Yours sincerely,
For JAKHARIA FABRIC PRIVATE LIMITED

DIRECTOR

Date: _____

Place: Thane

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

Signed:

Date: _____

Place: Mumbai