

SHREE KRISHNA PAPER MILLS & INDUSTRIES LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR

[Pursuant to the provisions of Schedule IV of the Companies Act, 2013 and the Revised Clause 49 of the Listing Agreement]

To,
(Name of Director)
(Insert Address)
Date: _____

Sub: Appointment of Non Executive Independent Director under Companies Act, 2013

Dear Sir,

I am pleased to inform you that the Board of Directors ('the Board') of Shree Krishna Paper & Industries Limited, ('the Company') has approved your appointment as Non Executive Independent Director of the Company ('Independent Director').

This letter sets out the terms of your appointment / reappointment as required under the Companies Act, 2013 & Rules made thereof. Please note that this is a contract of services & not contract for employment.

1. Appointment

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board to hold office for five consecutive years. Your appointment/re-appointment is subject to the shareholders' approval at the ensuing Annual General Meeting of the Company. Further, this tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations & also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.

You will be eligible for reappointment for another term as per the applicable regulations, subject to your fulfilling the criteria for being an Independent Director and not being disqualified to be a Director. Further, the reappointment shall be on the basis of report of your performance evaluation by the Board of Directors. The reappointment would require Special resolution of shareholders and any other necessary approvals.

2. Appointment in Board Level Committees and its tasks

As advised by the Board, during the tenure as Independent Director, you may be required to serve on one or more Committees of the Board established by the Company. You are expected to carry out your duties/tasks as member/chairman of such committee(s) of the Board as per the terms of reference of such committee(s).

3. Role, Duties, Liabilities & Responsibilities

You are expected to provide your expertise in the functioning of the Board and the committees of the Board you may be nominated. In addition to routine Board Meetings, you should allow time for committee meetings, preparatory work and travel, and ensure that you are in a position to make the necessary overall time commitment. Your role, duties and liabilities will be those normally required of a Non Executive Independent Director under the Companies Act, 2013 (including Rules thereunder) and the listing agreement with the Stock Exchange. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature.

You will understand and carry out diligently, your roles & functions and duties as provided under Schedule IV to the Companies Act, 2013 and adhere to the Code of Conduct of the Company for the members of the Board and Senior Management as laid down by the Board and confirm adherence of the same on an annual basis.

As an Independent Director, you shall have the same general legal responsibilities to the Company as that of any other director. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.

4. Fees

You will also be entitled to sitting fee for attending the meetings of the Board or Committee thereof either personally or through Video Conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors from time to time. The remuneration and fee payable shall be subject to applicable tax deduction at source.

Any expenses incurred by the independent directors for attending the meetings shall be reimbursed by the Company other than the sitting fees.

5. Training and Development

The Company may, if required, conduct formal training programme for its Independent Directors. The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

6. Performance Appraisal / Evaluation Process

As member of the Board, your performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report.

7. Confidentiality

All information acquired during your appointment is confidential to the Board of the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Managing Director unless required by law or by the rules of any stock exchange or regulatory body.

8. Prohibition on Insider Trading and Code of Conduct

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated officers of the Company for the purpose of insider trading guidelines, are to pre clear all trades (buy/sell/gift) from the Managing Director of the Company and the Compliance Officer. You are required to comply with the applicable insider trading laws and regulations.

9. Disengagement

You 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 by them in the notice, whichever is later. Your 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 to NEDs,
- Upon the director failing to meet the criteria for independence as envisaged in the Companies Act, 2013 and Listing Agreement.

10. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made there under and Corporate Governance requirements under the Listing Agreement, 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.

It is a pleasure to have you on Board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

Best Regards,

Yours Sincerely,