

Nirma Limited

Terms and conditions of appointment of Independent Directors of the Company

To
Name of Independent Director
Add:

Dear Sir/Madam,

Sub: Appointment as an Independent Director of the Company

We are pleased to inform you that based on the recommendation of Nomination and Remuneration Committee, the Board of Directors of the Company at their meeting held on _____ has approved your appointment as an Independent Director of the Company for the _____ term of _____ consecutive years w.e.f. _____. The appointment shall be subject to approval of shareholders by special resolution.

We take on record your declarations / confirmations that (i) you meet with the criteria of independence as prescribed under section 149 of the Companies Act, 2013 (“the **Act**”) and regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“the **Listing Regulations**”), (ii) you have given consent to act as a Director of the Company and (iii) you are not disqualified to be appointed as a Director of any company pursuant to the provisions of section 164 of the Act.

The terms of your appointment as an Independent Directors are subject to the extant provisions of the Act, the Listing Regulations and Articles of Association of the Company

APPOINTMENT

Tenor: Your appointment as an Independent Director on the Board of the Company shall be for a consecutive period of _____ years w.e.f. _____, unless terminated earlier or you resign from the Office. Your office shall not be liable to retire by rotation in accordance with the provisions of the Act.

Re-appointment, if any at the end of the term shall be based on approval of the Board and shareholders of the Company.



This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director, under the Act and/or applicable Listing Regulations as may be amended from time to time.

ROLE AND DUTIES

As an Independent Director, you shall be required to carry out such roles, functions and duties as prescribed in applicable provisions of the Act read with rules framed thereunder and Schedule IV to the Act and in applicable provisions of the Listing Regulations. The Board of Directors of the Company may assign such other functions and duties, as may be required by the Board .

During your tenure as an Independent Director, you may be requested to serve on one or more of the committees of the Board, as may be required.

During your appointment, you shall comply with various codes and policies applicable to Directors and approved by the Board/ Committees from time to time and all other relevant regulations as may be applicable from time to time.

REMUNERATION

An Independent Director shall be entitled to remuneration by way of sitting fees for attending meetings of the Board and its Committees in accordance with the provisions of the Act.

The sitting fees payable for your attendance at each Board Meeting and meeting of the Committee, in which you may be nominated as a member, shall be as determined by the Board from time to time, in accordance with the Act and the Listing Regulations. In addition, you will be entitled for reimbursement of all reasonable expenditure that you may have incurred while performing your role as a Member of the Board or its Committees.

INSURANCE

During your tenure of your appointment/re-appointment with the Company, you shall be covered under Directors & Officers (D&O) Liability Insurance Policy as may be required under applicable provisions of the Listing Regulations.



DISCLOSURES

During the term of your appointment you may promptly notify the Company, any changes in your directorships and submit such disclosures, information and details as may be required under applicable laws. During your tenure, you shall provide a "Declaration of independence" as required under the provisions of the Act and applicable Listing Regulations and shall notify the Company, any change in circumstances which may affect your status as an Independent Director of the Company.

As an Independent Director, you shall be liable to disclose your interest in any contracts or arrangements with any company, firm, association or individual where you are interested as a Director or a relative or partner or in any other capacity.

PERFORMANCE EVALUATION

Your performance will be evaluated as per the criterion and policy approved by the Board of Directors of the Company, in accordance with the Act and the Listing Regulations.

RESIGNATION / TERMINATION

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for such resignation and such other disclosure as required under the Act and Listing Regulations.

If at any stage during your term as an Independent Director, you fail to meet the criteria for “independence” under required under the provisions of the Act and applicable provisions of the Listing Regulations, you shall submit your resignation to the Company as may be required.

