

TERMS OF THE APPOINTMENT OF INDEPENDENT DIRECTORS

In accordance with the applicable provisions of the Companies Act, 2013 ("Act") and Clause 49 of the Listing Agreement, as amended from time to time, the Articles of Association of the Company and Pursuant to the decision of the Board of Directors of the Kohinoor Foods Limited the appointment of Independent Directors was made with effect from 1st April, 2014 for a term of 2 years, the terms and conditions covering the appointment of Independent Director are as follows:

Appointment

1. In compliance with the provision of section 149(13) of the Companies Act, 2013, during the term of appointment of independent director they shall not be subject to retirement by rotation at the Company's Annual General Meeting.
2. Notwithstanding the other provisions of this Letter, the Appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence defined in Section 149(6) or on the occurrence of any event as defined in Section 167 of the Companies Act, 2013.
3. Upon termination or resignation for any reason, duly intimated to the Company and will not be entitled to any damages for loss of office or compensation in respect of any unexpired portion of the Term of the Appointment.
4. They are expected to devote such time to the affairs of the Company as is required by their duties as Independent Director.
5. They will perform the duties of Independent Director in accordance with the Company's Articles and Code for Independent Directors as defined in Schedule IV of the Companies Act, 2013 and any document relating to the respective duties of the Independent Director as approved by the Board from time to time.

Fees

6. They will be paid a sitting fee for their services as an independent Director Rs. 25,000/- for every Board Meeting attended by him and for attending the following Committee meetings:

Audit Committee
Nomination and Remuneration Committee
Stakeholders Grievances Committee



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Regd. Office: 201, Vipps Centre, Masjid Moth, Greater Kailash-II, New Delhi-110048 (India), Ph.: 011-29220330

Corporate Social Responsibility Committee

7. They will also be entitled for reimbursement of Rs. 1000/- for travelling expenses in connection thereto.

Insurance

8. The Company will use its best endeavors to maintain appropriate Director's and Officer Liability insurance (premiums are properly paid) for your benefit:
 - (i) During the Appointment; and
 - (ii) After the Appointment,
In each case in respect of any matter occurring or alleged to have occurred while you are or were an independent director of the Company.
9. Details of the current D&O policy are being sent to you separately in a contract and you will be informed of any changes to that policy.

Disclosure, other directorships and business interests

10. If they are directly or indirectly concerned or interested in a contract or arrangement or proposed contract arrangement entered into or to be entered into;
 - (a) With any Body Corporate in which they are individually or in association with any director more than two percent shareholding of that body corporate or are a Promoter, Manager, Chief Executive Officer of that body corporate,
 - (b) With a firm or other entity in which you are a partner, owner or member, as the case may be,
Shall disclose the nature of the said concern or interest at the meeting of the Board in which such contract or arrangement is to be discussed and shall not participate in such meeting.
11. Provided that if they are not concerned or interested at the time of entering into such contract or arrangement, but become concerned or interesting in future, the disclosure shall be made at the first Board Meeting held after they become interested.

Code of conduct

12. During the Appointment they required to comply with any relevant regulations as contained in Schedule IV under Companies Act, 2013 and such other requirements as the Board of Directors may from time to time specify. They are not expected to do any action which is not permitted under the provisions of applicable laws or which a director should not do while functioning as such in the Company.



Confidentiality

13. The Independent Director must apply the highest standard of confidentiality, and not disclose to any person or company (whether during the course of appointment or at any time after its termination), any confidentiality information concerning the Company, which may come into contact by virtue of their position as an Independent Director.
14. The attention is also drawn to the requirement under both legislation and regulation as to the disclosure of price-sensitive information. Consequently they should not make any statement that might risk a breach of these requirements.
15. On the termination of the Appointment they will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company which are in their possession.

Evaluation Mechanism

16. The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated. On the basis of the report of the performance evaluation, it shall be determined whether to extend or continue the term of appointment of the Independent Director.

Publication of the letter of appointment

17. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013 and Clause 49 of the Listing Agreement, the term and conditions of your appointment and this letter of Appointment is required to be displayed on the Company's website.

Membership of Committees

18. This letter refers the appointment as an Independent Director of the Company. Further as required under the Companies Act, 2013, the Board may constitute or reconstitute the Committee and they may be asked to serve on one or more committees of the Board.

General

19. 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 parties agree to submit to the jurisdiction of the courts of New Delhi India.

