

On the letter head of Emami Limited

Date:

Shri
(Name of the Independent Director)
Address:”
.....
.....

Dear Sir,

Sub: Letter of Appointment as Independent Director

This has reference to the Annual General Meeting of the Company held on August 9, 2014 and your letter of willingness to be appointed as Independent Director along with Declaration of Independence. In this regard, we are pleased to inform you that the shareholders of the Company, by passing an Ordinary Resolution at the said Annual General Meeting, have approved your appointment as an Independent Director of the Company.

You may please note that your appointment as Independent Director of the Company shall be valid subject to compliance with the provisions of the Companies Act, 2013 namely,

1. You continue to meet the criteria to be qualified as Independent Director.
2. You do not become subject to any of the disqualifications which makes you liable to vacate the office of Directorship in the Company.

You may please take note of the various details relating to your appointment as Independent Director of the Company as per Annexure I.

We seek your valuable contribution and co-operation in pursuit of Company objective.

Thanking you,
For Emami Limited

SD/-
S K Goenka
Managing Director

(Signature of Independent Director as
acceptance)

Annexure I

1. **Term of appointment:** The term of your appointment as Independent Director shall be three years with effect from 9th August 214 till the date of 34th Annual General Meeting of the company and you shall be eligible for reappointment as per the provisions of the Companies Act, 2013.
2. **Member of Board level committees:** You would serve as Member of the Committees of the Board of Directors where you are already member and also to all such Committees where the Board may nominate you from time to time.
3. **Expectations of the Board from you:** You will devote such time to the affairs of the Company as is required by you to perform your duties as Independent Director. By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role.
4. **Roles & Duties:** Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:
 - a. You will act in accordance with the articles of the company.
 - b. You will act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
 - c. You will exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - d. You will not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
 - e. You will not achieve or attempt to achieve any undue gain or advantage either to yourself or any of your relatives, partners, or associates.

- f. You will not assign the office of director of the company except where specifically permitted under the Companies Act, 2013 or rules made thereunder.
- g. You will comply with duties as specified under Schedule IV of the Companies Act, 2013 and other applicable provisions of the Companies Act or under any other statutory enactments, as may be applicable.
- h. You would also comply with the following internal policies of the Company:
 - Code of Conduct (as posted on the web site)
 - Code of Internal Procedures & Conduct for Prevention of Insider Trading
 - Whistle Blower Policy(as posted on the web site)

5. Liabilities

You as an Independent Director shall be held liable, in respect of such acts of omission or commission by Company, which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

6. Director's Liability Insurance

Company has taken a Directors' and Officers' Liability Insurance policy which will be renewed and maintained for the full term of your appointment.

- 7. Remuneration:** You would be entitled to sitting fees for attending the meeting of Board of Directors or Committees thereof as may be fixed by the Board from time to time and commission as may be approved by the Board subject to limit prescribed or as may be prescribed from time to time. Further, you would also be entitled for reimbursement of expenses for participation in such meetings of Board and Committees on actual basis.

You are requested to furnish a declaration every year confirming your eligibility to hold the office of Independent Director of the Company or whenever there is a change in circumstances, which may affect your status as an Independent Director.