

**Date: 08/06/2020**

To

**Mr. Anil S Nair**

D-1203, 12th Floor, Raheja Vistas, Raheja Vihar,  
Chandivali Farm Road, Andheri East,  
Mumbai 400072

**Dear Mr. Anil**

**Sub: Appointment as Independent Director of Kalyan Jewellers India Limited**

We are pleased to inform you that, the shareholders of Kalyan Jewellers India Limited (“the **Company**”) have approved your appointment as an Independent Director on the Board of Directors of the Company with effect from 29.05.2020. This letter of appointment, being issued in accordance with schedule IV of the Companies Act, 2013 (“**Act**”), sets out the terms and conditions covering your appointment, which are as follows:

**Appointment**

1. In accordance with the provisions of the Act, you are appointed as a Non-Executive Independent Director on the Board of Directors of the Company for a period of five consecutive years with effect from 29.05.2020 to 28.05.2025.
2. Your appointment and the terms of appointment as set out herein are subject to Schedule IV – Code for Independent Directors and other applicable provisions of the Act and rules made thereunder, as amended from time to time.

**Committees of the Board of Directors**

3. As advised by the Board of Directors (“the **Board**”), you may also be required to serve on one or more sub-committees of the Board, as a member or as a Chairman. Upon such nomination/appointment to the sub-committees by the



Board, you will be provided with a copy of the terms of reference which sets out the functions of the respective committees.

#### **Role on the Board and Time Commitment**

4. As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to provide your expertise and experience in the functioning of the Board and the Committees of the Board to which you may be nominated.
5. Subject to the requirements under the Act and rules made thereunder, the Board and the sub-committees of the Board meets at least four times in a year. In addition to the above meetings, depending on business exigencies, additional meetings of the Board and its sub-committees may be convened. You are expected to attend minimum four meetings of the Board and sub-committees of the Board.
6. Generally, all Board and committee meetings are held at the registered office of the Company at Thrissur, Kerala.

#### **Remuneration & Reimbursement of Expenses**

7. You will be paid a total amount of Rs.10 Lacs per financial year, which shall be a combination of sitting fees for attending the meetings of the Board and the committees of which you may become member as well as commission.
8. The Company will for the period of your appointment, reimburse for you for all reasonable travel expenses that you incur in connection with your attendance at meetings of the Board, in accordance with the Company's policies as in effect from time to time.

#### **Conflict of Interest and Disclosure**

9. As a condition to your appointment, you are required to declare all such directorships, appointments and interests to the Board in writing in the prescribed form annually and as and when there is a change. In the event, that your circumstances seem likely to change and might give rise to a conflict or interest or a change which impacts your independence as an Independent Director of the Company, you shall intimate to the Board.



## Confidentiality

10. You are expected to apply the highest standards of confidentiality and not to disclose any confidential information, unless such disclosure is expressly approved by the Board, concerning the Company and any Subsidiary/Associate/Joint Venture Companies, with which you come into contact by virtue of your position as a Non-Executive Independent Director.

## Code of Conduct, Duties and Responsibilities

11. During the tenure, you are required to comply with the regulations contained in Schedule IV and duties of directors as provided in section 166 of the Act.
12. Your role, duties and liabilities will be those normally applicable to a Non-Executive Independent Director under the Act and rules made thereunder.
13. Your fiduciary duties as a director of the company *inter alia* include the following:
  - (i) You shall act in accordance with the Company's Articles of Association, as amended from time to time.
  - (ii) You shall 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.
  - (iii) You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
  - (iv) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.
  - (v) You shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if found guilty of making any undue gain then you shall be liable to pay an amount equal to undue gain or advantage
  - (vi) You shall not assign your office as Director and any assignments so made shall be void.
  - (vii) You shall abide by the Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013.



## **Publication of the terms and conditions**

14. In accordance with the Schedule IV of the Act, the Company will disclose the terms and conditions of the appointment on the website of the Company, if any.

## **Miscellaneous**

15. The terms of your appointment, code of conduct, duties, obligations are subject to the provisions of the Act, Articles of Association of the Company and other laws as may be applicable from time to time including the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. In case of any inconsistency between statutory provisions and as provided herein, the statutory provisions will prevail over the contents of this and the terms as contained herein shall stand amended automatically to that extent.

We are confident that, the Board and the Company will benefit immensely from your rich experience. If the terms and conditions of the appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of the letter.

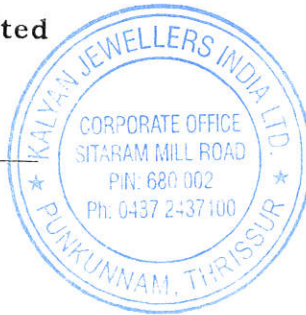
Thanking You.

Yours Sincerely,

**For Kalyan Jewellers India Limited**



**T.S.Kalyanraman**  
**Chairman & Managing Director**  
**(DIN: 01021928)**



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

Name:

Signature: