

Date: September 23, 2022

Mr. Vinod Rai
3, Palam Marg Third Floor Vasant Vihar
Delhi 110057
Email - raivinod@hotmail.com

Dear Mr. Vinod Rai,

Sub: Appointment as Chairman and Independent Director of Kalyan Jewellers India Limited

Ref: Your consent letter dated June 21, 2022

We are pleased to inform you that, the shareholders of Kalyan Jewellers India Limited (“the **Company**”) have approved your appointment as Chairman and Independent Director on the Board of Directors of the Company with effect from July 01, 2022. 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 Chairman and Non-Executive Independent Director on the Board of Directors of the Company for a period of three consecutive years with effect from July 01, 2022 to June 30, 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.
3. You will be identified as an Independent Director in the Annual Report and other documents.

Committees of the Board of Directors

4. 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. Up on such nomination/appointment to the sub-committees by the





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

5. As an Independent Director you will participate in the meeting of Independent Directors separately without the presence of Non independent Directors and members of the management.

Role on the Board and Time Commitment

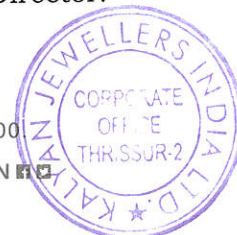
6. As a Non-Executive Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to provide your expertise and experience in the functioning of the Board and the Committees of the Board to which you may be nominated.
7. Subject to the requirements 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.
8. Generally, all board and committee meetings are held at the registered office of the Company at Thrissur, Kerala.

Remuneration & Reimbursement of Expenses

9. You will be paid a total amount of Rs.30 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.
10. 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.

Confidentiality

11. 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

12. 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.

13. Your role, duties and liabilities will be those normally applicable to a Non-Executive Independent Director under the Act and rules made thereunder.

14. 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.
- (iii) You shall discharge your duties with due and reasonable care, skill and diligence.
- (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 assign your office as Director and any assignments so made shall be void.
- (vi) You shall abide by the Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013.

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. Kalyanaraman
Managing Director



Kalyan Jewellers India Ltd., Corporate Office: TC 32 / 204 / 2,
Sitaram Mill Road, Punnamm, Thrisur-680 002, t- 0487 2437333, f- 0487 2437100.

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

Name: Vinod Rai

Signature:

