



# GRAPHITE INDIA LIMITED

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Date:

## Specimen letter of appointment

Sir/Madam

### **Sub: Appointment as a Non-Executive Independent Director of Graphite India Limited (the "Company")**

We refer to the declaration provided by you regarding your meeting the criteria of independence as provided under section 149 (6) of the Companies Act, 2013 (the 'Act').

We are pleased to confirm your appointment as \_\_\_\_\_ of the Company (the "Appointment") with effect from \_\_\_\_\_, which is pursuant to the provisions of the Act and the Rules made thereunder and as approved by the Board of Directors in their meeting held on \_\_\_\_\_

As stipulated under the Act, the appointment of Independent Directors shall be governed by Schedule IV to the Act - 'Code for Independent Directors' enclosed herewith.

### **Annexure A**

### **Appointment**

1. The Appointment is for a term of \_\_\_\_\_ consecutive years, expiring on \_\_\_\_\_ (the 'Termination Date'). The Appointment will be subject to the approval of shareholders at the ensuing annual general meeting of the Company. On shareholders approval, you will attain the status of an Independent director effective from \_\_\_\_\_ (date of Board meeting)
2. During your tenure as an Independent Director, you may be asked to serve on one or more of the Board committees/You are presently serving on the following committees
3. You will strictly abide by the Code for Independent Directors referred to above.
4. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at Board meetings, any annual meeting of Independent Directors and General Meeting/s of the members of the Company as also meetings of any Board committee of which you are a member.

### **Role & Duties**

5. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by a 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. You will adhere to the following duties of directors, which are more specifically stipulated in Section 166 of the Act as under-

- (1) Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company .
- (2) A director of a company 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.
- (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (6) A director of a company shall not assign his office and any assignment so made shall be void.

#### **Fees / Commission**

7. Unless decided otherwise, you will be paid a sitting fee for your services as a Non- Executive Independent Director of Rs.20,000/- per meeting of the Board and committee thereof attended as a member. In addition, profit-related commission shall be paid as may be decided by the Board within the limit prescribed for all non-whole-time directors u/s 197 of the Act.
8. You will not have entitlement to any bonus during the Appointment, and to participate in any share scheme and no stock options will be issued to you by the Company.

#### **Reimbursement of Expenses**

9. In addition to the fee as above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
10. During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

