

July 5, 2017

Mrs. Vijaylaxmi Joshi
Government Bungalow No. 25, Dafnala,
Shaibaug, Vadodara - 380004,
Gujarat
Email: tippyjoshi@gmail.com

Subject: Your appointment as an Independent Director

Dear Madam,

I am pleased to confirm that upon the recommendation of the Nomination & Remuneration Committee, the Board of Directors of the Company had approved your appointment as an additional director by way of passing circular resolution dated April 20, 2017. Thereafter, members of the company in their meeting held on June 29, 2017 has approved your appointment as an Independent Director of the Company. This letter sets out the main terms of your appointment.

- 1. Appointment:** Your appointment as an Independent Director shall be valid till April 19, 2022. You may be appointed by the Board in the committee of the Board, depending upon the requirement of the company.
- 2. Time commitment:** You will be expected to devote sufficient time as is necessary for the proper performance of your duties.
- 3. Duties:** You will be expected to perform your duties in accordance with the provisions of Listing Regulations and schedule IV of the Companies Act 2013. You will immediately report to the Chairman of the Board of your own wrongdoing or the wrongdoing of any employee or director of which you become aware.
- 4. Remuneration and expenses:** The remuneration and expenses shall be determined by the Board of Directors / shareholders in accordance with applicable provisions of the Companies Act and rules made thereunder. You shall be entitled for the sitting fee for attending the Board meeting and committee meeting and reimbursement of out of pocket expenses. All fees will be paid but subject to income tax and other statutory deductions. Fees will be subject to an annual/periodic review by the Board. We would like to inform that at present members of Board are entitled for sitting fee of Rs. 40,000/- per meeting and reimbursement of out of pocket expenses of Rs. 5,000/- besides the cost of travel and stay arrangement. In case you are appointed in any of the Committee of the Board, you shall additionally be entitled for the sitting fee and out of pocket expenses as per the policy of the Company. In addition to the above, you shall also be entitled for the commission determined on the basis of annual net profit of the Company and shall be in line with the provisions of the Companies Act, 2013.
- 5. Independence and outside interests:** The Board of the Company has determined you to be independent, taking account of the conditions of Corporate Governance (i.e. Regulation 16 of the Listing Regulations) read with Section 149(6) of the Companies Act, 2013.

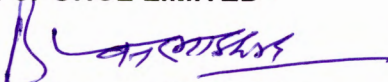
GHCL House, B-38, Institutional Area, Sector-1, Noida-201301 (U.P.) India. Ph. : 91-120-2535335, 3358000, Fax : 91-120-2535209, 3358102
CIN : L24100GJ1983PLC006513. E-mail : ghclinfo@ghcl.co.in. Website : www.ghcl.co.in

Regd. Office : GHCL House, Opp. Punjabi Hall, Near Navrangpura Bus Stand, Navrangpura, Ahmedabad-380009.



6. **Confidentiality:** You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without the prior clearance of the Chairman of the Board.
7. **Price sensitive information and dealing in the Company's shares:** You are required to adhere to the code of conduct of the company and SEBI insider trading regulations and such other restriction as may be imposed on independent directors.
8. **Review process:** In line with the requirement of conditions of Corporate Governance and applicable provisions of the Companies Act, 2013 the performance of individual directors and the whole Board and its committees is evaluated annually.
9. **Training:** You shall be provided adequate training to develop and refresh your skills and knowledge in the areas relevant to the business of the company.
10. **Insurance and indemnity:** The Company has directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment.
11. **Independent professional advice:** You may seek independent expert opinion on any subject/ transaction in which you find that expert advice will help you in taking the decision as a member of the board, on the expense of the Company.
12. **Changes to personal details:** You shall advise the Company Secretary promptly of any change in address or other personal contact details.
13. **Non-compete clause:** You shall not accept any position or assignment within six months of termination of your appointment in any company / organisation which is similar to or competes with any business being carried on by the Company.
14. **Law:** Your engagement with the Company is governed by the laws of India and your engagement shall be subject to the jurisdiction of the courts of Delhi. This letter constitutes the broad terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto.

For GHCL LIMITED



Bhuwneswar Mishra
General Manager & Company Secretary
Membership No.: FCS 5330

