



ole

September 23, 2014

To

Shri. CR Narayanaswamy
81-C, 'Geethanjali', 5th cross Street,
Om Ganesh Nagar, Vadavalli,
Coimbatore, Tamil Nadu -641 041

Sub: Letter of Appointment as Independent Director of the Company- reg

Dear Sir,

We take the pleasure in informing you that the members of the Company, at the Annual General Meeting held on September 23, 2014 have appointed you as Independent Director of the Company.

This letter sets out the terms of appointment as an Independent Director of the Company, in line with applicable provisions of Companies Act, 2013. Your relationship with the company will be that of an office-holder and not one arising out of contract of employment in the Company.

1. Appointment

Your appointment will be for a term of up to five years commencing on September 23, 2014, subject to approval of the shareholders of the company in the ensuing general meeting. As per applicable law, you are eligible to occupy the office of directorship for two terms of 5 years each.

Re-appointment at the end of the term shall be subjected to approval from Board of Directors and Shareholders of the company. Your re-appointment shall be contingent on outcome of performance evaluation by the Board and you continuing to meet the independence criteria as enunciated under the Companies Act 2013 and rules framed thereunder.

In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.

Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

2. Roles and Responsibilities

As an Independent Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

By accepting this appointment, you confirm that you are/will be able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

Your role and duties will be those normally required of a Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are as under:

1. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
2. 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 interest of the Company.
3. You shall discharge your duties with due and reasonable care, skill and diligence.
4. 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 interest of the Company.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

1. You should constructively challenge and help develop proposals on strategy for growth of the Company.
2. You should evaluate the performance of management in meeting agreed goals and objectives.
3. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
4. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.

5. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
6. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

As an Independent Director you should you should strive to be present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:

1. Reviewing the performance of non-independent director and the Board as a whole;
2. Reviewing the performance of the Chairperson of the company, taking into account the views of the executive directors and non-executive directors.
3. Assess the quality, quantity and timelines of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

3. Remuneration

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board. Further, you may also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time. The total compensation payable to entire group of non-executive directors shall not exceed 1 % of the net profit of the Company for the year as calculated under the provisions of Companies Act, 2013

An amount of upto Rs. 20,000.00/- shall be paid to you as sitting fees towards attending each Board meeting. In addition to the remuneration described above, the Company at its

discretion and in accordance to its policies shall, during the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

As an Independent Director, you will have no entitlement towards any bonus during the period of appointment or to any employee stock option scheme operated by the Company or any Group Company.

4. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Managing Director of the Board.

The Board of the Company, in view of the declaration submitted by you have determined you to be independent, according Section 149 and Schedule IV of the Companies Act, 2013.

5. Confidentiality

All information acquired during your appointment is confidential to the company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Managing Director in writing, unless required by law. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

Your kind attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you shall avoid making any statements that might risk a breach of these requirements without prior clearance in writing from the Managing Director.

The information and strategy received by you as a director of the company in respect of the company shall be kept highly confidential and should not be shared with any person/entity.

6. Review process

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process. If, in the interim, there are any matters that cause you concern about your role you are expected to report the same in writing to the Managing Director.

7. Disclosure of Interest

Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

8. Code of Conduct

During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

9. Publication of the Letter of Appointment

In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company may make public the terms and conditions of your appointment and may also arrange for it to be displayed on the Company's website.

10. Membership Of Committees

The Board of Directors may appoint you as Member/ Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and specific responsibilities (if any).

11. Termination

You may resign from your position at any time and should you wish to do so, you are requested to serve 15 days written notice to the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Coimbatore.

Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

12. General

This Letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Coimbatore.

It is a pleasure to have you on Board. I am confident that your association, expertise and advise shall bring in a different perspective to the discussions and shall immensely benefit the Company. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Thanking you,

Yours truly,

For Emerald Jewel Industry India Ltd,

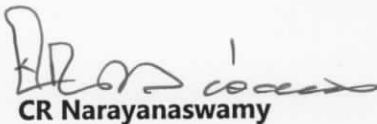


K Srinivasan

Managing Director

DIN: 00022753

I have read and agree to the above terms regarding my appointment as an Independent Director of Emerald Jewel Industry India Limited.



CR Narayanaswamy

DIN : 01931418

Date: September 23, 2014

Place : Coimbatore