



# **TERMS AND CONDITION OF APPOINTMENT OF INDEPENDENT DIRECTOR**

## **NIKHIL ADHESIVES LIMITED**

Corporate Identity Number (CIN) – L51900MH1986PLC041062 Registered Office: Shreeji  
Industrial Estate, Vadkun, College Road, Dahanu, District - Thane - 401602 Tel. No. +91-022  
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## **TERMS AND CONDITION OF APPOINTMENT OF INDEPENDENT DIRECTOR**

The terms and conditions of appointment of Independent Directors of Nikhil Adhesives Limited (“Nikhil” or “the Company”) are subject to the applicable provisions of the Companies Act, 2013 (“the Act”) and Clause 49 of the Listing Agreement, as amended from time to time, the Articles of Association of the Company, Nikhil’s Model Code of Conduct for Board of Directors and its Code of Conduct for Prevention of Insider Trading. The following are the details of Independent Directors of the Company.

Sr. No.	Name Independent Directors	Director Identification Number
1.	Madhusudan Manmohandas Vora	00245427
2.	Hirebettu Sadananda Kamath	02628018
3.	Ishita Tushar Gandhi	07137098

The major terms and conditions of appointment of the above Independent Directors are as under:

### **1. Appointment**

Your term of appointment as Non-Executive Independent Director is for a term of (5) five years on the Board of Directors of **NAL** with effect from date\_\_\_\_\_. Your appointment is subject to approval of the Shareholders as per the provisions of the Companies Act, 2013.

As an Independent Director you will not be liable to retire by rotation.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement.

Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and the listing agreement.

### **2. Committees**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable laws and regulations.

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

### **3. Role and Duties**

As a member of the board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement.

In terms of Section 166 of the Companies Act, 2013, you shall

- (a) Act in accordance with the Company's Articles of Association.
- (b) 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, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- (c) Exercise your duties with due and reasonable care, skill and diligence.
- (d) 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.
- (e) Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- (f) Not assign your office as Director and any assignments so made shall be void.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act and in Clause 49 of the Listing Agreement.

### **4. Remuneration, etc.**

#### a) Fees/Commission:

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 and/or approved by the Shareholders from time to time.

The sitting fees presently paid to the Non-Executive Independent Director is Rs. \_\_\_\_\_ per meeting of the Board or a Committee thereof.

#### b) Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for 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.

### **5. Code of Conduct & other compliances**

During the appointment, you will comply with any relevant regulation as may be issued by the Government of India and such other authorised bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Management and Insider Trading Code and such other requirement as the Board of Directors may be from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 and Listing Agreement, in the format as per **Annexure**.

## **6. 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 commencing, 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 judgment that you are independent, this should be disclosed to the Chairman.

## **7. Confidentiality**

All information acquired during your appointment is confidential to NAL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by NAL.

Your attention is also drawn to the requirements under the applicable regulations and the NAL

Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of NAL. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman.

## **8. Evaluation**

The Company will carry out an evaluation of the performance of the Board as a whole, Board, Committees and Directors. Your appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

## **9. Disclosure of Interest**

You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest 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 contracts with a particular person, firm or company is acceptable.

**10. Termination**

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. 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.
- c. 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.

**11. Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the duplicate copy of this letter. We thank you for your continued support and commitment to the Company.

**Annexure**

To,

The Board of Directors  
Nikhil Adhesives Ltd.  
Shreeji Estate, Vadhkun,  
College Road. Dahanu  
Maharashtra

Dear Sirs,

**Re: Declaration by Independent Director**

I hereby certify that I am holding the position on the Board of Nikhil Adhesives Ltd. as an Independent Director. I further certify that I meet all the requirements specified under sub section 6 of Section 149 of Companies Act, 2013 and Securities & Exchange Board of India (LODR),2015 (as revised from time to time) for holding the position of Independent Director.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

Name \_\_\_\_\_