

Date \_\_\_\_\_

Name of the Independent Director  
Address

**Sub: Appointment as an Independent Director of ElH Limited**

Dear Sir/Madam,

I am writing to you on behalf of ElH Limited ("The Company") to formally confirm your appointment as a Non-Executive Independent Director, effective from the date of your appointment by the Board on \_\_\_\_\_. I am delighted to inform you that the Shareholders have endorsed the special resolution regarding your appointment through postal ballot and remote e-voting on \_\_\_\_\_.

The terms and conditions covering your appointment are enclosed.

This letter serves as confirmation of your appointment, and we kindly request your acknowledgment by signing and returning the enclosed duplicate.

**Yours Sincerely,  
For ElH Limited**

**Arjun Singh Oberoi  
Executive Chairman**

I have read, understood and agree to the above terms regarding my appointment as an Independent Director of ElH Limited.

Name of the Independent Director  
**DIN-**  
**Place -**  
**Date: .....**

**Term of Appointment:**

1. Your term of appointment spans five (5) years, starting from \_\_\_\_\_, to \_\_\_\_\_.
2. You are designated as an Independent Director and will be recognized as such in the Annual Report and other official documents.
3. Throughout your tenure, the Board of Directors may appoint you as a Member or Chairperson of one or more of its Committee(s), subject to relevant laws.
4. Pursuant to Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
5. Your appointment may be terminated as per the provisions outlined in the Articles of Association of the Company, failure to meet independence parameters as defined in relevant laws, or occurrence of events as specified in the Companies Act, 2013.
6. Upon termination or resignation, no compensation for loss of office will be provided.
7. You will be covered under the Company's Directors' and Officers' Insurance ("D&O Insurance").

**Expectation of the Board and fiduciary duties:**

8. As an Independent Director, your expertise and experience will undoubtedly enrich the deliberations of our board, and we look forward to your valuable contributions in steering the company towards its strategic objectives.
9. By accepting the appointment, you affirm your ability to allocate sufficient time to fulfill your responsibilities.
10. As an Independent Director, you hold the same legal responsibilities as any other Director of the Company.
11. You are expected to adhere to the provisions specified in Schedule IV of the Companies Act, 2013, and its associated rules.
12. You must maintain independence conditions throughout your term, provide annual declarations confirming compliance, and promptly report any changes affecting your independence status

**Code of Conduct:**

13. You are required to comply with the Company's Code of Conduct during your appointment.
14. Any potential conflicts of interest must be disclosed to the Company within thirty (30) days of becoming aware of them.
15. You must exercise objective independent judgment, avoid abusing your position for personal gain, maintain confidentiality, refrain from insider trading, avoid conflicts of interest, and comply with relevant legal provisions

**Remuneration:**

16. You will receive remuneration in the form of sitting fees and expense reimbursements, subject to applicable taxes, but will not participate in stock option schemes or receive bonuses during your tenure.

**Publication of the letter of appointment:**

17. In line with Schedule IV of the Companies Act, 2013 and Regulation 46 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company has already disseminated a generic copy of terms and conditions of appointment of Independent Directors on its website at [www.eihltd.com](http://www.eihltd.com) and shall be open for inspection at the registered office of the Company by any member during normal business hours.

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