



SANGAL PAPERS LIMITED

CIN- L21015UP1980PLC005138

Reg. Office: 22 Km, Meerut-Mawana Road, Mawana, Meerut,
UP-250401

TERM AND CONDITION OF INDEPENDENT DIRECTOR

The terms and conditions of appointment of the following Independent Directors are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013 Act' as amended from time to time) and Rules and Regulation of SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 (as amended from time to time) and any other Law(s), Rule(s) and Regulation(s), if any (ii) Articles of Association of the Company.

- i. Mr. Prem Sethi (DIN- 07146425)
- ii. Mrs. Geeta Gupta (DIN- 00095939)

The broad terms and conditions of appointment of Independent Directors of the Company are reproduced hereunder:

1. Appointment:

The appointment will commence from March 16, 2015 for the period of 5 years or the Director attaining the age of 75 years, whichever is earlier ('Term'). The Company may disengage Independent Directors prior to completion of the Term subject to compliance with relevant provisions of the 2013 Act.

As Independent Directors, they will not be liable to retire by rotation.

2. Role, duties and responsibilities:

A. As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- #. Requirements under the 2013 Act,
- #. "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015 and
- #. Accountability under the Directors' Responsibility Statement.

B. They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV pursuant to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Clause 49 of the Listing Agreement.

C. They are particularly requested to provide guidance in their area of expertise.

3. Time Commitment:

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

4. Remuneration

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are Members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

In addition to the sitting fees, commission as may be determined by the Board may also be payable to them. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider the performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Directors such expenditure, as may have been incurred by them while performing their role as Independent Directors of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

6. Code of Conduct:

As Independent Directors of the Company, they agree to comply with the Code of Conduct of the Company for Non-Executive Director(s). Unless specifically authorised by the Company, they shall not disclose the Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers. Their obligation of confidentiality shall survive cessation of their respective directorships with the Company.

The provisions of both, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 (As amended time to time) and Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 (As amended time to time) and other applicable Law(s), Rules(s) and Regulation(s), if any and the Code of Conduct of the Company on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company. All Directors are required to sign a confirmation of acceptance of the Code of Conduct for Non-Executive Directors as adopted by the Board on an annual basis.

7. Training and Development:

The Company may, if required, conduct formal training program for its Independent Directors. The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Performance Appraisal / Evaluation Process:

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

9. Disclosures, other directorships and business interests:

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect their status as an Independent Director.

10. Changes of personal details:

During the Term, they shall promptly intimate the Company Secretary or Compliance officer or any other office of the Company, which is authorised by the Board of Directors of the Company and the any other authority, if any in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. Disengagement:

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall

take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later. Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the 2013 Act) upon: Violation of any provision of the Code of Conduct of the Company as applicable to NEDs, Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act or Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015.